



## CITY COUNCIL

### Council Meeting

Angie Jenkins, President  
Shanette Strickland, Ward 1  
Louis Salvati, Ward 2  
Bhuwan Pyakurel, Ward 3  
Meredith Lawson-Rowe, Ward 4  
Barth Cotner, At-Large  
Stacie A. Baker, At-Large  
Kristin J. Bryant, At-Large

7232 East Main Street  
Reynoldsburg, OH 43068  
[www.ci.reynoldsburg.oh.us](http://www.ci.reynoldsburg.oh.us)

Mollie Prasher, Clerk of Council  
614-322-6836

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**Monday, April 11, 2022**

**Council Chambers**

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#### CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **INVOCATION - COUNCILMEMBER BAKER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
  - a. City Council – Regular Meeting – March 14, 2022
  - b. City Council – Regular Meeting – March 28, 2022
7. **COMMUNITY COMMENTS**

*The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda with the exception of legislation scheduled for a public hearing. Comments related to a public hearing may only be made during the Public Hearing portion of the meeting. Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.*

**8. PUBLIC HEARING**

- a. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio

**9. COMMUNICATIONS**

**10. MOTIONS**

- a. A Motion to Appoint Deborah Dill as the New Assistant Clerk of Council
- b. A Motion to Approve a Resolution Authorizing the Mayor to Apply for a Grant from the Federal Emergency Management Association (FEMA) as it Relates to the Upper Blacklick Creek Flood Study

**11. REPORTS**

a. **Development, Parks & Recreation Committee**

- 1. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio
- 2. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Program Verification and Schematic Design for the Brice Park Development and Appropriating Funds Therefor, and Declaring an Emergency

b. **Public Safety, Law & Courts Committee**

- 1. Work Session
  - 1. Fireworks Legislation --- Bryant. Public Safety, Law and Courts Committee.

c. **Public Service & Transportation Committee**

- 1. Work Session
  - 1. An Ordinance to Establish Chapter 703 Single-Use Plastic Restrictions of the Codified Ordinances of the City of Reynoldsburg --- Strickland. Public Service and Transportation Committee.

2. An Ordinance to Accept an Unrecorded Deed of Utility Easement (0.011 Acres) from JMAX, LLC, and Declaring an Emergency
3. An Ordinance Authorizing the Clerk of Council to Certify Nuisance Costs (2021) for Collection by the Franklin County Auditor
4. An Ordinance Authorizing the Clerk of Council to Certify Nuisance Costs (2021) for Collection by the Licking County Auditor
5. This Ordinance is to Certify Special Assessments for Sidewalk Repairs and Replacement Cost Incurred by the City of Reynoldsburg in 2021
6. An Ordinance Authorizing the Director of Public Service to Implement an Annual Sidewalk Inspection, Repair and Maintenance Program (2021)
7. An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Laurel Bluff Development Project

d. **Finance & Administration Committee**

1. An Ordinance to Authorize the Mayor to Enter into an Agreement with the Reynoldsburg Community Improvement Corporation for the Transfer of Real Property Located at 7221 East Main Street, and Declaring an Emergency
2. An Ordinance to Authorize the Mayor to Enter into an Agreement with the Reynoldsburg Community Improvement Corporation for the Transfer of Real Property Located at 7277 East Main Street and 1415 Water Street, and Declaring an Emergency

**12. CONSENT AGENDA FOR EMERGENCY ADOPTION**

1. An Ordinance to Accept an Unrecorded Deed of Utility Easement (0.011 Acres) from JMAX, LLC, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.

**13. CONSENT AGENDA FOR FIRST READING**

1. An Ordinance Authorizing the Clerk of Council to Certify Nuisance Costs (2021) for Collection by the Franklin County Auditor --- Strickland. Public Service and Transportation Committee.

2. An Ordinance Authorizing the Clerk of Council to Certify Nuisance Costs (2021) for Collection by the Licking County Auditor --- Strickland. Public Service and Transportation Committee.
3. This Ordinance is to Certify Special Assessments for Sidewalk Repairs and Replacement Cost Incurred by the City of Reynoldsburg in 2021 --- Strickland. Public Service and Transportation Committee.
4. An Ordinance Authorizing the Director of Public Service to Implement an Annual Sidewalk Inspection, Repair and Maintenance Program (2022) --- Strickland. Public Service and Transportation Committee.
5. An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Laurel Bluff Development Project --- Strickland. Public Service and Transportation Committee.
6. An Ordinance Authorizing the Transfer of Property Located at 7221 East Main Street from the City of Reynoldsburg to the Reynoldsburg Community Improvement Corporation, and Declaring an Emergency --- Salvati. Finance and Administration Committee.
7. An Ordinance Authorizing the Transfer of Property Located at 7277 East Main Street and 1415 Water Street from the City of Reynoldsburg to the Reynoldsburg Community Improvement Corporation, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

#### **14. CONSENT AGENDA FOR SECOND READING**

1. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio (First Reading 3/14/2022). --- Baker. Development, Parks and Recreation Committee.
2. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Program Verification and Schematic Design for the Brice Park Development and Appropriating Funds Therefor, and Declaring an Emergency (First Reading 2/14/2022). --- Baker. Development, Parks and Recreation Committee.
3. An Ordinance to Approve the Final Plat Plan for the Eastwood Development (First Reading 3/28/2022). --- Baker. Development Department.
4. An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Copiers for the Police Department and Waive Competitive Bidding (First Reading 3/28/2022). --- Bryant. Public Safety, Law and Courts Committee.



5. An Ordinance to Amend Chapter 160, Section 160.02 (A) Authorized Positions, Personnel, Classification and Pay Grade (A) Administration, Section (G) (I) Service Department, Section 160.02 (G) (4) Street Division for the City of Reynoldsburg, Ohio, and Declaring an Emergency (First Reading 3/28/2022). --- Salvati. Finance and Administration Committee.

**15. CONSENT AGENDA FOR THIRD READING**

1. An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies (Second Reading 3/28/2022). --- Bryant. Public Safety, Law and Courts Committee.
2. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department (Second Reading 3/28/2022). --- Bryant. Public Safety, Law and Courts Committee.
3. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department (Second Reading 3/28/2022). --- Salvati. Finance and Administration Committee.

**16. OTHER COUNCIL MATTERS**

**17. EXECUTIVE SESSION**

- i. Pursuant to Ohio Revised Code Section 121.22(G)(3) "to conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action."

**18. UPCOMING MEETINGS**

- a. April 21, 2022 BZBA
- b. April 25, 2022 Council
- c. May 5, 2022 Planning Commission
- d. May 9, 2022 Council
- e. May 19, 2022 BZBA
- f. May 23, 2022 Council
- g. May 30, 2022 Memorial Day City Office Closed

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ADJOURNMENT

# Reynoldsburg

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## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 14, 2022

Council President Leanora Jenkins called the meeting to order at 6:30 PM

### Invocation - Pastor Mark Pelfrey of Collision Church

PRESENT: Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe  
ABSENT:

### Approval of Agenda

The agenda stands approved as submitted.

### Approval of Minutes

a. City Council – Regular Meeting – February 28, 2022

The February 28, 2022 regular meeting minutes were approved as submitted.

|                |                 |
|----------------|-----------------|
| <b>RESULT:</b> | <b>ACCEPTED</b> |
|----------------|-----------------|

### Community Comments

#### Brett Luzader

#### 1116 Gibson Road

I am here again tonight to address you as the Vice President of the Community Association. As you know, our annual Spaghetti Dinner was scheduled for February 5th, but due to the ice we cancelled and rescheduled. I would like to invite you to our newly rescheduled dinner on March 26th at Messiah Lutheran Church on Waggoner Road. All you can eat spaghetti. This is our only fundraiser to put our events like the July 4th Parade, the Halloween Party and Christmas on the Town. Tickets are \$8 for adults, \$5 for kids under 12, and kids under 5 eat for free. We hope to see you there.

#### Mayor Begeny

I want to say congratulations and great job to the State Champion Lady Raiders! I am sure we will be embarrassing the ladies with all of the things that are set up during the next several weeks. I had the opportunity to be at the pep rally at the Livingston Campus today. It was great. The girls are ecstatic. I had a chance to talk with them prior to their trip to Dayton. They were so excited. We have extended an invitation to the team to attend the next Council meeting. There is also a citywide parade this Thursday starting at 6pm. It will

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 14, 2022

follow the same parade route as the July 4th parade starting at the Livingston campus. Check the school district's social media page for more information. I encourage everyone in the community to come out and celebrate. This is a great accomplishment and is going to be a beautiful day.

Also, our Community Guide was sent out and most residents should have a copy. The City would love to receive feedback about the Guide. The Guide is also available on the City's website. We will be coming back to Council to request additional funding in order to provide translations of the Guide in Spanish, Nepali, and Somali. If members of the community did not receive a Guide or threw it away, there are plenty of copies here at City Hall, the Senior Center, and at future community events. It is a great resource to answer questions about the City and share what's going on in the City.

### **American Red Cross Emergency Preparedness**

#### **American Red Cross**

**Karen Washbush**, Interim Director of the Central Ohio American Red Cross

We are currently facing a critical blood shortage across the country. Not only through blood collections through the Red Cross, but all blood collection agencies. We have never used this verbiage before in the last decade. We are also affected by a shortage in employment. We are asking people to go to our website, select a time to donate, and keep your appointment. If you cannot keep the appointment, please cancel to allow someone else to sign up. We are in a precarious situation right now. Doctors and surgeons are making difficult decisions as to who gets blood and who does not. I ask that you consider donating. The other issue I want to advise you of is our Health and Equity project. We are focusing solely on the critical needs in our communities including vulnerable communities to bring help and awareness about fire safety. There is a disparity in home safety as well as health care, so we started the health inequity project. We are hosting three block parties beginning on May 14th in Franklinton at Dodge Park. The next event is tentatively scheduled for June 11th in the far east side with the third event around August 13th in the near east side. There will be many activities including blood donation, health screenings, and life-saving training. Health care providers will provide a simulation for walking through a doctor's office and visit. Jobs and Family Services, Mount Carmel, Ohio Health and the Ohio State University Hospital will also be there. There is a flyer in the packet provided to you.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

**Atticus Garden, Disaster Project Manager**

I manage disaster services, which encompass preparation response and recovery of all disaster operation for the Red Cross. We have a volunteer work force of 217 individuals. With the lifting of Covid restrictions, we are facing some rebuilding. Your packets contain information about preparation. I would be happy to provide additional information as needed. The one number disaster in the Reynoldsburg area is home fires. We have seen an uptick in house fires during the last twelve months. One of the issues in many of these fires is the lack of a working smoke detector. After discussions with the Truro Township Fire Department, we are in the process of finalizing an MOU to send trained volunteers out door to door to provide home fire safety and smoke alarm installations. We will also provide youth training in the elementary schools. More information will be provided regarding this program after everything is finalized.

**Councilmember Strickland**

Mr. Garden, do you have specific numbers or information to Reynoldsburg regarding the increase in fires.

**Mr. Garden**

I can get you the information regarding Red Cross responses to Reynoldsburg, but the fire numbers would be provided by Truro Township. With the pandemic and rising housing prices, there are more people living in homes than before that can cause additional challenges.

**Councilmember Lawson-Rowe**

I would like to speak with you about possibly participating in our Juneteenth event this year. I will reach out to you.

**Councilmember Pyakurel**

There is a planned event to hand out smoke detectors are April 2nd from 9am to 1pm here in Reynoldsburg. Also, you mentioned the unprecedented need for blood. Why is there such a need for blood right now?

**Ms. Washbush**

Much of our blood supply comes from college-aged students and blood drives. With students staying home as well as employees, many normally scheduled blood drive events at colleges and businesses have not been able to occur. We hope businesses begin to reinstate those blood drive.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 14, 2022

### Mayor Begeny

The City's next blood drive is scheduled for Friday, March 25th.

### Communications

AUDITOR'S COMPARISON REPORT JANUARY 2022

### Motions

A MOTION TO APPROVE A RESOLUTION RECOGNIZING WOMEN'S HISTORY MONTH

Councilmember Lawson Rowe read the Women's History Month resolution into the record.

### Councilmember Lawson Rowe

It is an honor and privilege to share with you a resolution recognizing women's history month, but before I offer the resolution I would like to personally highlight the numerous, nameless, and faceless women in our families and communities. We celebrate and recognize the nationally or internationally known women who are famous. Today I invite all of you to think about, elevate and amplify the women in your world who were and are leaders. Allow me this opportunity to elevate the 2022 Division 1 Girls Basketball State Champions, the Reynoldsburg High School Lady Raiders. I amplify the women in the community that support our schools and celebrate the women leaders I watched growing up. My Grandmother, who we affectionately called Grand Mommy, was a business owner and later a real estate agent. I celebrate my Mom Ruth Lawson, who was the first woman and black woman to serve as Chief Probation Officer at the Juvenile Court in Clark County. I also lift up one of my favorite great aunt's, who made lemonade out of lemons. Her name was Castella Shropshire. We affectionately called her Aunt Cha-Cha. When she was in high school, her guidance counselor told her that she did not need to take science or math classes and should focus on home economics instead. As an adult, she became one of the most sought-after small businesses in my hometown. Finally, I celebrate all of the female retail workers I watched growing up. One of them is my cousin Debbie Wood. I loved visiting local retail department stores as a kid. My favorite Aunt Barbara worked at a department store called Harts and my cousin Debbie, who I thought was a super model, worked at Sears.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 14, 2022

### Reynoldsburg Women's Civic Club

#### President Sheryl Marshall

I would like to tell you a little bit about the Reynoldsburg Women's Civic Club. From villages to cities, there has always been a need for civic improvements. These improvements are generally carried out by the male population; however, in November 1922, Jesse Wyberg, a woman of action and decision, called together a representative group of women from Reynoldsburg and the vicinity to form the Reynoldsburg Civic Club. It has been a vital force in the community for 100 years. The Civic Club instituted many firsts. Among them, in order of happening, a lending library, Kindergarten, horse camp, traffic light, preschool clinic with a nurse and doctor, the erection of large billboards at the entrances to the town proclaiming Welcome to Reynoldsburg and the PTA. Our club motto is "These things we will do." In all probability, those forward looking women were always asking why and they probably answered why not. Let us continue the legacy that was started long ago by Jesse Wyberg and her friends. We have donated money to various areas in Reynoldsburg since 2000. We donated over \$37,000 to the Fish Star Assignment in collaboration with the Reynoldsburg Police Department, who help identify people in need. We are donating a \$1,000 scholarship to each of the high schools. We have donated to Heart Food Pantry, Helping Hands Food Pantry, the Livingston House, Life Center Adult Day Care, band booster, the Tomato Festival and Honor Flight. The Civic Club meets the first Tuesday of the month for lunch at the Reynoldsburg Methodist Church community center. We always have a speaker or some type of enlightening program. We are open to anyone who would like to join our organization and work with us to make Reynoldsburg an even better place than it is.

### Urban League

#### Melinda Carter

Senior Vice President of Minority Business Assistance Center

Congratulations on your support for all women who work to make a difference. President Hightower was unable to be here tonight as she had a previous commitment. My grandmother had that same high school counselor and wanted her to take domestic courses as well as my mother, whose schedule was actually changed to domestic courses. However, my mother changed her schedule with another student's. I love that story. I am here to share with you how the Urban League and particularly the Minority Business Assistance Center can help the women of Reynoldsburg. The Urban League has done over 70,000 hours of counseling to minority women and small business owners. We want to support what Reynoldsburg is doing to support female, minority owned businesses. President Hightower is committed to supporting communities like yours. I

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 14, 2022

would like my family here tonight to introduce themselves. I am Patty Young of Young Hair Incorporated in Springfield, Ohio. I am Deborah Wood, Patty's sister, and receptionist at her salon. I am Kelly Grey, Patty's daughter and I work for the State Bar Association.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Meredith Lawson Rowe, Councilwoman                                |
| <b>SECONDER:</b> | Shanette Strickland, Councilwoman                                 |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson Rowe |

### Reports

#### Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for March 14, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, Chair Baker and President Jenkins.

An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio

#### Attorney Shook

As our new Economic Director and Planning and Zoning Administrator have had time to look at our zoning code, they are recommending a few changes to start. These changes include allowing Council to designate a zoning district for properties that are annexed into the City at the time of annexation. They also recommend changing the procedures for rezoning parcels to make policies more in line texturally with the City Charter and provide a cleared and coherent process for residents including posting signage on the property notifying neighbors of the rezoning request. They also recommend adding a definition for accessory dwelling units, more standards where an ADU will be allowed in residential districts, and an updated definition for overnight lodging and hotels to remove extended stay from that definition. That removal would make it more in line with temporary stay hotels. We also added language for structured parking to the code. Those are the changes being proposed presently. We recommend that these changes be moved forward for a first read and to the Planning Commission for review and recommendation.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

Chair Baker moved to forward this Ordinance to Council for a first reading and to Planning Commission for review and recommendation. Second by Councilmember Pyakurel. Motion carried.

The Ordinance will be forwarded to Council for a first reading and to Planning Commission for review and a recommendation.

**Public Safety, Law & Courts Committee**

This is the Public Safety, Laws & Court Committee meeting for March 14, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Bryant and President Jenkins.

An Ordinance Establishing Section 701.07 of the Codified Ordinances of the City of Reynoldsburg, Commonly Referred to as the Pay to Stay Ordinance

**Attorney Shook**

This Ordinance has returned to Council to be amended. President Jenkins and I met with the attorney for the Apartment Association, who had several recommendations for changes to the legislation. While I am not recommending all of his suggestions, we did agree to make certain changes that would mitigate the City's position that it would be subject to litigation.

**Councilmember Cotner**

What were the changes?

**Attorney Shook**

We removed specific language regarding what fees would need to be paid by the tenant before an eviction could be granted. We changed to the language to reasonable costs that the court would determine. Also, we increased the amount of the late fee that could be charged by the landlord. This change would allow for landlords who have escalated late fees. We increased the cap to 15% of the monthly rent.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

**Councilmember Bryant**

In subsection E, the language says 10%.

**Attorney Shook**

It should be 15%. I will make that change.

Chair Bryant moved to amend this legislation to approve the recommended changes proposed by Attorney Shook. Second by Councilmember Lawson-Rowe. Motion carried. The Ordinance stands amended.

Chair Bryant moved to forward this Ordinance as amended to Council for a second reading. Second by Councilmember Pyakurel. Motion carried. The Ordinance, as amended, will be forwarded to Council for a second reading.

**An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department**

The department is disposing of three desktop computers that are no longer working. The hard drives will be destroyed prior to disposing of the units.

Chair Bryant moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

**An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies**

Funds were donated to the department for the K 9 unit in 2021 that were deposited into the General Fund should be transferred into the appropriate police department fund.

Chair Bryant moved to forward this Ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carried.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

**Public Service & Transportation Committee**

This is the Public Service & Transportation Committee meeting for March 14, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, Chair Strickland and President Jenkins.

An Ordinance to Approve Payment of Services Performed in the Prior Year, and Declaring an Emergency

**Director Dorman**

This appropriation is for a payment due to the contractor that installed the radio read transmitters on the various towers in the City. The payment was made to Sensus in 2021; however, they subcontracted the work out and did not advise the City. Sensus has since refunded our payment and we now need to pay the appropriate contractor. As the expense was incurred in 2021 and over \$6,000, we need to reappropriate the funds. We are requesting that this Ordinance be a single, read emergency in order to pay the contractor, who has been waiting on payments for a number of months.

Chair Strickland moved to forward this Ordinance to Council as a single, read emergency approval. Second by Councilmember Lawson-Rowe. Motion carried.  
An Ordinance Authorizing the Mayor to Enter into a Contract for 2022 Fireworks Display, Waive Competitive Bidding, and Declaring an Emergency

**Director Dorman**

This Ordinance is our annual request to approve the contract with Pyrotechnics for our July 4th fireworks. Pyrotechnics was delayed in getting us the contract, so in order to secure our date and price, we are requesting that this Ordinance stand as a two-read emergency.

Chair Strickland moved to forward this Ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carried.

An Ordinance Authorizing EMH&T to Conduct Design, Engineering, and Bidding Services for the Police Department West Parking Lot Lighting Services, Appropriating Funds Therefor, and Declaring an Emergency

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

**Director Dorman**

This legislation to build a "carport" and fencing for the police department parking lot is back before Council to address an issue regarding the lights for the parking lot. Initially, we were planning on reusing the existing light poles; however, we have determined that the units are so old, there are no replacement parts available for the units. Therefore, we need to need the cost of engineering new lights for the project as part of our engineering design contract with EMH&T. We are requesting a two-read emergency for this legislation.

Chair Strickland moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

An Ordinance to Amend Ordinance 142-2021 Regarding Chapter 953 Water Charges, Section 953.01(A) Water Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, and Declaring an Emergency

**Director Dorman**

After reviewing the specific language in the water rate increase Ordinance passed by Council in December, water department staff suggested that additional language be added to provide clarity to the Ordinance regarding the ten percent discount for seniors. This Ordinance would amend the language to read that seniors receive a ten percent discount on water up to the first ten thousand gallons **per quarter**. We are requesting that this legislation be passed as a single, read emergency.

**Chair Strickland**

How are senior citizens being notified about the availability of this discount?

**Director Dorman**

Water department staff applied the discount to any seniors that were already receiving a senior discount on their trash bill. Also, we have notified seniors at the Senior Center and they seem to have a great communication network and are sharing it with other seniors.

**Councilmember Pyakurel**

Why is this legislation an emergency measure?

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

**Director Dorman**

We would like to have this language officially in place should there be any concerns or questions from residents.

Chair Strickland moved to forward this Ordinance to Council as a single, read emergency measure. Second by Councilmember Pyakurel. Motion carried.

**Finance & Administration Committee**

This is the Finance & Administration Committee meeting for March 14, 2022

Members in attendance are: Councilmember Baker, Councilmember Bryant, Councilmember Strickland, Chair Salvati and President Jenkins.

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department

**Mayor Begeny**

As we prepare for the 2022 Tomato Festival, we would like to transfer the remaining sponsorship funds that were donated last year into the 2022 Community Events budget.

**Councilmember Cotner**

Where these all of the sponsorship funds collected in 2021 or just funds left over? Also, if these are sponsorship funds, then the language identifying them as donated funds would be incorrect.

**Mayor Begeny**

These are funds that were not used in 2021.

Chair Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carried.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

An Ordinance Authorizing and Directing the Mayor to Enter into a Contract with the Daimler Group, Inc. for the Sale of Real Property, and Declaring an Emergency

**Attorney Shook**

This agreement is a PSA (purchase and sale agreement) for 5.5 to 6 acres on the west side of East Main Street across from the Glen Rest Cemetery. This property was purchased by the City last year. The purchase price would be \$190,000 per net acre, depending on how much buildable land the developer is able to identify after an inspection. The purpose of this agreement is to not just recoup some of the funds expended by the City, but for the developer to construct a commercial building that would be at least fifty thousand square feet of medical office space and other uses ancillary to medical services. We currently cannot disclose the name of the user, but they are a reputable provider. I would like to note that there is a lengthy time before closing on this transaction, up to 240 days, as the developer has not yet had access to the property to conduct their inspection. They requested additional time to be able to do that inspection prior to closing. I just wanted to make sure that Council was aware of the extended period.

**Mayor Begeny**

The intent is to break ground in early 2023 for an opening of the facility in late spring or early summer of 2024.

**Councilmember Cotner**

There is clearly a development plan in place that is not yet available for review. I do have concerns about the item that requires the developer to submit the site plan to the Mayor or Economic Development Director for approval. Can we do that? Doesn't that bypass our approval process of submitting plans to the Planning Commission and Council for approval?

**Attorney Shook**

Ordinarily, site plans do not receive a preliminary administrative approval prior to going to Planning Commission. In this agreement, we have added that additional administrative approval, because we want to make sure, as the seller, that the project fits what was expected. The site plan will still need to receive Planning Commission and Council approval.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

**Councilmember Pyakurel**

What was the need for the 200+ day extension prior to closing?

**Attorney Shook**

This extension was at the request of the developer. The primary reason is to give them the opportunity to be able to fully inspect the property to determine how there are going to place the building and parking on the site and to determine if there is any portion of the site that might be a wetland or other circumstance that would cause a portion to be unbuildable. We do not anticipate there being any issues and are confident in this development. Additionally, the other section of land is next to this site so they need to coordinate both builds on that property.

Chair Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Bryant. Motion carried.

**Consent Agenda for Emergency Adoption**

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Stacie Baker, At-Large Councilmember                              |
| <b>SECONDER:</b> | Kristin Bryant, At-Large Councilmember                            |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson Rowe |

**13-2022**

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE SPRING HILL FARM DEVELOPMENT, SECTION 3, PARTS A & B, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

**14-2022**

AN ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2021, IN VARIOUS POLICE SPECIAL REVENUE FUNDS, PROVIDING THAT REVENUES FOR FUNDS RECEIVED DURING 2022 BE ACCEPTED, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 14, 2022

### 15-2022

AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED IN THE PRIOR YEAR, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

### 16-2022

AN ORDINANCE TO AMEND ORDINANCE 142-2021 REGARDING CHAPTER 953 WATER CHARGES, SECTION 953.01(A) WATER RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

### 17-2022

AN ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2021 FOR RECOVERY COURT FUNDS, PROVIDING THAT REVENUES FOR FUNDS RECEIVED DURING 2022 BE ACCEPTED, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

### Consent Agenda for First Reading

|                |                            |
|----------------|----------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> |
|----------------|----------------------------|

AN ORDINANCE TO AMEND CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES --- Bryant. Public Safety, Law and Courts Committee.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 2022 FIREWORKS DISPLAY, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE POLICE DEPARTMENT WEST PARKING LOT LIGHTING SERVICES, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE COMMUNITY EVENTS DEPARTMENT --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DAIMLER GROUP, INC. FOR THE SALE OF REAL PROPERTY, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

**Consent Agenda for Second Reading**

|                |                            |
|----------------|----------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> |
|----------------|----------------------------|

AN ORDINANCE ESTABLISHING SECTION 701.07 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, COMMONLY REFERRED TO AS THE PAY TO STAY ORDINANCE --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE TO ESTABLISH SECTION 160.13 PAID FAMILY LEAVE OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF THE 2022 SEWER LINE CCTV, MANHOLE INSPECTION AND CLEANING PROJECT --- Strickland. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 14, 2022**

AN ORDINANCE TO AMEND CHAPTER 1305 PERMITS AND FEES, SECTION 1305.01 FEE SCHEDULE OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR GEOGRAPHICAL INFORMATION SYSTEMS (GIS) MAINTENANCE AND SUPPORT FOR 2022 --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR WEB GIS UPGRADE/ENHANCEMENTS (2022) --- Strickland. Public Service and Transportation Committee.

**Consent Agenda for Third Reading**

**18-2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MARTIN PAINTING & COATING CO. TO PAINT CITY STREET LIGHT POLES AND WAIVE COMPETITIVE BIDDING --- Strickland. Public Service and Transportation Committee.

**19-2022**

AN ORDINANCE AUTHORIZING THE ANNUAL PARTICIPATION IN THE ODOT ROAD SALT PURCHASING CONTRACT --- Strickland. Public Service and Transportation Committee.

**20-2022**

AN ORDINANCE AUTHORIZING THE INCREASE OF APPROPRIATIONS FOR THE VARIOUS CITY JEDD AGREEMENTS --- Salvati. Finance and Administration Committee.

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 14, 2022

### Other Council Matters

#### Councilmember Strickland

I want to let everyone one that I will be here in City Hall every second and fourth Wednesdays of the month from 6pm to 7pm to give residents an opportunity to know all things about the City. Feel free to get in contact with me if you have any questions.

#### Councilmember Baker

I want to recognize and thank all of the doctors, nurses, fire and police officers, logistic staff and retail workers for continuing to work through this pandemic. I also want to recognize a young man that wrestles for Reynoldsburg High School named Logan Smiley that was able to make it to the state wrestling tournament. That is a fantastic accomplishment. I want to give him a shout out for a job well done and a great season. I also want to give a shout out to Imarianah Russell for achieving two thousand point in Reynoldsburg Lady Raiders win over Mason.

### Upcoming Meetings

March 14, 2022 Council

March 17, 2022 BZBA

March 28, 2022 Council

### Adjournment

*Leanora Jenkins*

Leanora Jenkins, President of Council

*Mollie Prasher*

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Mar 14, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

Council President Leanora Jenkins called the meeting to order at 6:31 PM

**Invocation - Pastor Aaron DeLong of Simple Church**

PRESENT: Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe  
ABSENT:

**Approval of Agenda**

The agenda was approved as submitted.

**The March 14, 2022 minutes are not yet ready for approval.**

**Community Comments**

**Aditi Pyakurel**

8336 Ashlynd Place

Miss Pyakurel is an 8th grade student at Baldwin Road Junior High school. She came before Council to fulfill a requirement for her Citizenship in the Community merit badge for Boy Scouts. As it was Women's History month she wanted to share her feelings about the first female Secretary of State Madeleine Albright as a woman that inspired her. She discussed her youth, education, and her career path to becoming Secretary of State. I saw herself looking up to Madeleine Albright because her story looked a lot like hers. Ms. Albright had to flee her home because of political prosecution from the government and even though she had only found out about Madeleine Albright a few weeks ago, she has inspired her in a lot of ways.

**Mayor Begeny**

I wanted to update you and the community about a recent meeting with the Geological Survey staff. We are in the process of acquiring a sensor that will actually be placed on the East Main Street bridge to monitor rising water levels. Once water levels reach a certain level, the monitor will send out a text message to residents that might provide at least an early warning to move and/or resecure items. I should have more information available soon. We may also be receiving a discounted price for the project and we have found some additional funding through a Flood Mitigation grant through the Ohio River Emergency Management Association. We are requesting that residents send us information about their experiences with flooding over the decades. EMA told us that our request for public

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

information had the most submissions of any Ohio Emergency Management Action grant. This information benefits the City when we are looking for actual solutions to these problems, because it covers a wide range of areas including areas where you would not expect to have significant issues with flooding. We opened bids for Phase 2 of the East Main Street project last week. As you can imagine, the cost of materials is more expensive than originally anticipated. Our 2022 Street Improvement bid opening will be on April 8th. Both of these bids will likely come before Council during your April 25th meeting. AEP is working to bury the electrical lines on East Main Street. The City will be doing some additional work on the retaining walls on the south side of East Main Street. We are getting closer to the final stages of Phase 1, but Phase 2 (from Jackson Street to Waggoner Road) will begin shortly.

**Welcome and Recognition of the State Champion Lady Raiders**

**A MOTION TO APPROVE A RESOLUTION OF APPRECIATION FOR THE REYNOLDSBURG LADY RAIDERS GIRLS' BASKETBALL TEAM**

Councilmember Strickland read the resolution recognizing the Reynoldsburg Lady Raiders basketball team as the 2022 Girls State Division 1 Basketball Champions. Each member of the team was presented a signed resolution as well as Coach Purtell. Councilmembers congratulated the team for ladylike grit and basketball IQ, athleticism and the Herculean effort they exhibited throughout the season. The team was recognized with a standing ovation.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Stacie Baker, At-Large Councilmember                              |
| <b>SECONDER:</b> | Kristin Bryant, At-Large Councilmember                            |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson Rowe |

**SkilkenGold - East Main Street and Taylor Road Property**

**Eric Elizondo**, SVP of Operations for SkilkenGold, provided an update regarding the tenants at 8555 East Main Street, the Shepard's Park mobile home park. We were here in November to get final approval from Council regarding rezoning of this property. It had received Planning Commission approval, but following that meeting we withdrew the application. We have since hired Rosetta Brown of RH Brown and Company. She has been in contact with tenants working to identify issues they may have. We are still in

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

contract on this property and still do plan to move forward with our project. Council was provided with information updating the status of the residents regarding their moves. He invited Ms. Brown to provide Council with an update on her progress in contacting residents.

**Rosetta Brown** stated that her firm was hired by SkilkenGold to complete a relocation assessment of every household at that property. She has met with twenty-five of the residents to date at the Reynoldsburg Library completing one-on-one assessments to gain a better understanding as to what their needs and preferences were. Some of the tenants have already sold their units and have moved or will be moving their units shortly. I have not yet made contact with five tenants.

**Councilmember Strickland**

When do you expect to have everyone completely out? Has a date been set?

**Rosetta Brown**

Most of the units have been sold. We are looking at companies, who purchase those units, to come and pick them up to move them off the property. We do not have an actual set date, but we are getting close.

**Councilmember Cotner**

What does your company primarily do?

**Rosetta Brown**

I primarily do relocation with public housing authorities. I work with Columbus and have done a number of relocations in central Ohio.

**Councilmember Baker**

According to the information provided, I see that there are tenants needing assistance with housing down payments. Are you helping those residents with down payments, security deposits and such? Are these residents guaranteed to receive any type of assistance?

**Rosetta Brown**

We have been able to give some residents housing leads. Once all of the interviews are complete, we will go back and speak with individual household about specific needs.

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

**Councilmember Lawson Rowe**

In terms of support, is that coming from your company or is it coming from SkilkenGold? Is there paperwork that the residents have to submit to request monetary assistance?

**Rosetta Brown**

I am just doing the actual assessments currently, to listen and document their needs. We will be meeting back with SkilkenGold to review the scope of the needs assessments to determine how to move forward and what, if anything, will be done.

**Eric Elizondo**

Once we have all the information and we hear from the remaining five tenants, we will assess and determine how to proceed. For residents that have made a request, we have provided moving materials, tape and boxes, that were delivered last week. When we have all of the information, we will send another report back to Council that may answer some of your questions.

**Councilmember Strickland**

I understand that some time ago, there was a letter sent to the tenants indicating that they would need to move by the end of May. I believe that letter came from the property owner. Is that the current timeline and is the property owner providing any assistance? I am concerned about making sure that all of the residents have a place to go with the current housing shortage.

**Eric Elizondo**

The property owner did send out that letter requesting everyone be out by the end of May. That is still the current timeline, not to say that it cannot be moved. I am not aware of any assistance from the property owner. It is part of our mission and who we are as a company to make sure that things are done correctly. That is why we hired Ms. Brown. We needed to find out from the residents their needs and situations. Back in November, it was very contentious. I wanted to give Council an update of where we are right.

**Councilmember Cotner**

So, was this presentation this evening just to talk about the status of the residents as we never even got into the real point of the meeting in November? Attorney Shook, there's no ticking clock at this point?

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

**Eric Elizondo**

We wanted Council to understand that we are still interested in pursuing the project, but first we are assisting resident by better understanding their situation.

**Attorney Shook**

Because the applicant pulled their application before Council voted, they will need to restart the process. They will have to submit a new application for rezoning that would need a Planning Commission recommendation and Council approval. They are essentially at square one.

**Councilmember Bryant**

This is a fairly sizable property and I am familiar with your locations. What, if anything, is planned for the rest of the property?

**Eric Elizondo**

Planning Commission approved our application to rezone the front portion of the property Community Commercial. The rest of the property would remain Innovation District. The real push right now is for that front portion of the property as we have a tenant, Sheetz, that is very interested and have a lease for the portion. We do not have any current plans for any tenants for the other sections of the property.

**Councilmember Pyakurel**

What are you doing to make sure that the five families you have not been able to make contact with yet will be given equal opportunities to whatever services you may provide?

**Rosetta Brown**

We are reaching out to their neighbors to see if they are still living there. We know at least one of the residents is no longer living there.

**Reynoldsburg Visitor's Bureau - Les Somogyi, Director and David Reidel, President**

**Les Somogyi**

I would like to recognize two of our Board members that are here tonight - President Dave Reidel and Board member Susan Brusk. Thank you for the opportunity to address Council this evening. The Reynoldsburg Visitor's Bureau receives its funding of \$75,000, which is 23% of the bed tax generated by the three hotels in Reynoldsburg. The

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

total bed tax collection for 2021 was \$331,400.00. The \$75,000 received from the City makes up 84% of our total revenue. The other 16% (\$14,000) is comprised of advertising revenue from the Reynoldsburg Magazine. The busiest months for bed tax collection in Reynoldsburg is during the months from March through August. Our advertising revenue collection months are March and September. Hotel occupancy in Reynoldsburg is fairly consistent with state and national trends. The Bureau's expenditures consist of 43% for payroll, 35% for advertising and promotions, 13% for partnering with local organizations and 9 % for administrative costs. Some of our community partners are the Reynoldsburg School District, Chamber of Commerce, the Community Activities Association, Reynoldsburg Helping Hands and the Heart Food Pantry. Industry trends show the 87% of travelers plan to travel somewhere in the next six months. The pandemic has caused 50% of travelers to change travel plans in some form, down from 9% a month ago. Many travelers (73%) feel safe traveling outside of their communities and dining in local restaurants. This percentage is the largest since the onset of the pandemic. The remaining travelers (31%) say the pandemic has no influence on their travel plans. However, the current gas prices are expected to affect travel and visitor patterns in a negative way. Our purpose is to promote visitors and foster economic development. We work in partnership with local organizations to promote activities that make people want to visit Reynoldsburg. I am happy to answer any questions.

**Councilmember Pyakurel**

You might want to talk about what is being planned for May 21st.

**Les Somogyi**

The Visitor's Bureau is sponsoring Multi-cultural Day on May 21st. We have good representative from various cultures and will begin promotion of the event in the next couple of weeks. I would also like to share with you the cover of our spring Reynoldsburg Magazine, which highlights Health in Reynoldsburg. We were also able to recognize the Lady Raiders Basketball team on the cover. Our next additional will focus on our high school heroes - teachers, students, and staff. I would also like to recognize the decades long contributions made by Councilmember and business man Barth Cotner. I appreciate his contribution and support both as a council person and businessman.

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

**Tax Administrator RITA Presentation**

**REYNOLDSBURG INCOME TAX ADMINISTRATION**

**Auditor Cicak**

Thank you very much for this opportunity to come before you and the people of Reynoldsburg to teach you a little bit about RITA, why we are here and how we got here. Some of the number you are going to see and the questions answered by Tax Administrator Lori Gischel are very in-depth. I suggest and recommend that you read this report in its entirety a few times. There are a lot of numbers to absorb, but I want to let you know that we administer the tax collection with integrity and honesty and in a manner that produces results for our community. We treat people fairly. We embrace diversity and inclusion. We are the stewards of a public trust of our shared resources. I applaud Councilmember Salvati for admitting a simple mistake that happens to so many people on February 14th. It's really about bringing awareness and reaching out to different communities on how you can do the job better. I want you to see what our collections have been. You see they are trending upwards. The numbers at the top last year were \$25,313,000. But remember, we get \$.73 on the dollar going into the General Fund and \$.15 on the dollar to the CIP Fund. Our cost of collections in 2020 was 1.92% and it ended with 1.4%. The average cost of collections over ten years has been 1.63%. Every year we have a retainer with a true up at the end of the year. The information Tax Administrator Gischel is going to have answers questions I would not even know to ask. Because of her specialization and having run the RITA office in Worthington, she has great insight into RITA. I have provided slides showing the current RITA members. When I was here last, I said that Worthington was not a RITA member. It is actually Westerville I was thinking about along with Dublin and Whitehall. I have not received any complaints regarding RITA services from any taxpayer in the City of Reynoldsburg. I asked City Council for copies of any complaints and I have not received any. It is low-hanging fruit to be able to knock the tax collection process, but I heard this year that politics and taxes do not mix. Our tax reviews bring every City service that we have from police to streets to parks and recreation. Everything that we have comes from the local income tax or about 82% of it. With that information, I would like to bring Lori Gischel to the podium to make her presentation.

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

**Tax Administrator Gischel**

Tax Administrator Gischel provided Council with the lengthy presentation on RITA (Regional Income Tax Agency).

The agenda items for discussion are:

- Regional Council of Governments (RCOG) and the Regional Income Tax Agency (RITA)
- Neighboring Communities
- Number
- What's in the Numbers
- Comparisons
- Advantages of RITA and In-House Tax Collection

The Regional Council of Governments (RCOG) was established in 1971. It consists of a group of municipalities that formed RITA as a shared income tax administration service. RCOG is the governing body of RITA and consists of a nine member board with each municipality being an equal voting member. RCOG is comprised of 400+ member municipalities and JEDDs from 78 Ohio counties. Being a member of RCOG still allows Reynoldsburg to retain its right to administer and enforce our own income tax laws. Participating Franklin County members include: Hilliard, Upper Arlington, Grandview Heights, Grove City, Groveport, Canal Winchester, Bexley, Gahanna, New Albany and Worthington. Dublin, Whitehall and Westerville are not participating members. An annual percentage showing the cost of RITA to the City of Reynoldsburg for the past ten years was provided. Rates have decreased from an annual percentage of 1.92% to 1.40% in 2020. RITA provides outward facing customer service to 9,749 residents in 2020 and 13,638 residents in 2021. The average wait time for an agenda in 2020 was 3:53 minutes with 6,597 calls taken in all of 2020 and 973 calls taken on April 15, 2020. A five-year average showed that RITA processed 40,891 withholder tax forms, 22, 214 individual tax forms and 3,506 net profit tax forms. RITA offers many electronic services including on-line registration, tax filing, and payment processing as well as resource information. In 2021, RITA process 14,047 electronic filings in the amount of \$9,731,412.00 up from 2020 with 12,283 electronic filings in the amount of \$7,924,523.00. RITA also partners with a variety of professional tax software companies including CCH Small Firm, CCH Inc., HRB Development, LLC, Drake Enterprises, Thomson Reuters, Intuit Inc. (Turbo Tax), TaxAct, and On-Line Taxes Inc. RITA also processes Reynoldsburg's JEDDS, JEDZ, and ENTPZ. An additional part of RITA's services to the City include seeing that residents register through the Non-File Program and

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

securing tax payments through the Non-Payment Program. RITA uses a step by step process to reach out to residents to advise them of their responsibility to register as a taxpayer and to see that all payments from taxpayers are received. These services are invaluable in identifying and collecting tax liabilities. As local Tax Administrator, Ms. Gischel explained how she was working to improve and make the public aware of RITA and the tax filing process. She has made social media posts, added information to the City's website, appeared on The Joe Show, and placed information in the Reynoldsburg Magazine and Reynoldsburg Connects. She has worked with the Senior Center and developed a one-page information sheet tailored to all taxpayers as well as working to translate the same into Nepali, Spanish and Somali. She is also working to add information to the City's water welcome packet, local developments, and realtors. Tax Administrator Gischel also provided Council with a comparison of the cost of RITA versus handling all returns in-house. RITA is still the most fiscally sound option. In summary, Tax Administrator Gischel listed the increased service levels provided by RITA that would not all be available in-house:

- electronic filing and payment
- modernized E-File
- MyAccount(estimated payments, refund status, and service requests)
- 24/7 interactive voice response
- dedicated member service agents
- large team of subject matter experts
- increased income tax collection due to compliance programs
- access to IRS data
- reduced cost

**Public Hearing**

**An Ordinance to Amend Ordinance 30-2021, Adopted on April 12, 2022, and to Approve and Authorize the Execution and Delivery of Amendment No. 1 of the Joint Economic Development District Contract No. 7 Between Etna Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency**

As there were no comments, President Jenkins closed the Public Hearing.

**An Ordinance to Amend the Official Zoning Map for the City of Reynoldsburg for a Property Located at 6320 East Main Street from Brice and Main Street District (BMD) to Community Commercial District (CC)**

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 28, 2022

There were no comments. President Jenkins left the Public Hearing open until the next Council meeting following receipt of the recommendation from the Planning Commission.

### Communications

AUDITOR'S FINANCE DATA COMPARISON FEBRUARY 2022

TREASURY BOARD MEETING MINUTES - MARCH 2022

### Motions

A MOTION TO APPROVE A RESOLUTION TO HEREBY CONFIRM THE MAYORAL APPOINTMENT OF ERIC MEYER, ECONOMIC DEVELOPMENT DIRECTOR, TO THE LICKING COUNTY TAX INCENTIVE REVIEW COUNCIL FOR A TERM OF TWO YEARS ENDING DECEMBER 31. 2023

With the transition of Development Directors, a new City representative to the Licking County Tax Incentive Review Council needs to be appointed. That appointee is selected by the Mayor and affirmed by City Council. Mayor Begeny has recommended current Development Director Eric Meyer to fill that position.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Bhuwan Pyakurel, Councilman                                       |
| <b>SECONDER:</b> | Meredith Lawson Rowe, Councilwoman                                |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson Rowe |

### Reports

#### Auditor's Report

AUDITOR'S REPORT - FEBRUARY, 2022

The Auditor's Office submitted the budget by department and classification for the month of February, 2022.

#### Clerk of Court Reports

The Clerk of Court submitted monies collected from the courts held in December in the amount of \$14,530.00, in January of \$11,518.00 and in February of \$16,863.00. She also

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

apologized for the late reporting as the department has been transitioning to the new software.

CLERK OF COURT REPORT - DECEMBER 2021

CLERK OF COURT REPORT - JANUARY 2022

CLERK OF COURT REPORT - FEBRUARY 2022

**West Licking Fire District**

**WEST LICKING FIRE DISTRICT REPORT**

Councilmember Baker reported that the statistical data in Council's packet showed that for last month Reynoldsburg is still getting on outstanding service and good use of our tax dollars from the West Licking Fire District.

**Development, Parks & Recreation Committee**

This is the Development, Parks & Recreation Committee meeting for March 28, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, Chair Baker and President Jenkins.

An Ordinance to Amend the Official Zoning Map for the City of Reynoldsburg for a Property Located at 6320 East Main Street from Brice and Main Street District (BMD) to Community Commercial District (CC)

**Director Meyer**

A private developer has submitted an application to rezone this property. Submission to Council is the first part of the process with your affirmation to forward it to Planning Commission for their review and recommendation. It will then come back to City Council. I'm asking for a first reading and submission to Planning Commission for them to do their work. As presented earlier, this application is to

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

rezone the former Walgreens on East Main Street from the Brice and Main District to Community Commercial District.

Chair Baker moved to forward this Ordinance to Council for a first reading and to Planning Commission for review and a recommendation. Second by Lawson Rowe. Motion carried.

An Ordinance to Approve the Final Plat Plan for the Eastwood Development

**Director Meyer**

This plat plan has gone through the Planning Commission process where they approved the plan. I am asking for Council to approve the plat, which would ultimately be filed with the county to become final.

Chair Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

An Ordinance to Amend Ordinance 30-2021, Adopted on April 12, 2021, and to Approve and Authorize the Execution and Delivery of Amendment No. 1 of the Joint Economic Development District Contract No. 7 Between Etna Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency

**Attorney Shook**

This is an amendment to the JEDD contract with Etna Township. It would add an additional part to the JEDD 7 District as we are adding an additional parcel. The amendment for this added parcel will have a different share of the percentage of revenue generated from the first parcel. The original FedEx Distribution hub has no share to the Southwest Licking School District. With this new parcel, the school district has approved a 100% fifteen year tax abatement. The school district is entitled to 30% of the gross revenue under this contract. We will still receive our 20% of the net revenue, but consequently our piece of the pie will be a little smaller under this agreement. There is now some confusion about what the Township is going to do with this JEDD amendment. We had previously received a good indication that they were prepared to approve this amendment, but there has been a hold up. I am asking that Council move this Ordinance forward for a first read, but it

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

will not be brought back to Council until the Township has passed a resolution to approve the same. I do not expect any change.

**Councilmember Baker**

If we are going to receive a smaller piece of the pie, what is that number or percentage?

**Attorney Shook**

The net revenue is going to be reduced by the fact that the school district now received 30% of the gross. Under the original JEDD, the school district does not receive anything from the revenue. While we still receive our 20% net, that net amount will not be proportionally reduced.

**Councilmember Salvati**

If the Township does not approve this amendment, the FedEx facility is still built. How does this work?

**Attorney Shook**

The FedEx facility is the original parcel. The new parcel developer will only go forward if they have the assurances that come along with the Community Reinvestment Area agreement and the JEDD contract. Without the JEDD amendment, whatever facility they plan to build will not get built. My understanding is the Township is asking the developer to improve their screening that is associated with the FedEx site. Until I get assurances that the screening is going to be approved, the Township will not approve this contract. I do not intend to ask Council to vote on this Ordinance until I know that the Township has approved their resolution. We have six months to pass this Ordinance. We had already noticed it for a Public Hearing. I did not want to notice it for another Public Hearing as we just heard about this hold.

Chair Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried.

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

**Public Safety, Law & Courts Committee**

This is the Public Safety, Laws & Court Committee meeting for March 28, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Bryant and President Jenkins

An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Copiers for the Police Department and Waive Competitive Bidding

**Deputy Chief Grizzell**

We found out it was listed on the state's bid list. It's the same company, the same thing we've been doing, we just found a way to save money.

Chair Bryant moved to forward this Ordinance to Council for a first reading. Second by Councilmember Lawson Rowe. Motion carried.

An Ordinance to Re-Appropriate Funds Approved by Ordinance No. 172-2021 Authorizing the Mayor to Enter into a Contract with Inveris Training Solutions Inc. for a New Indoor Targeting System and Training System and Appropriating Funds Therefor, and Declaring an Emergency

**Deputy Chief Grizzell**

There was a clerical error last year. We are asking to have the funding appropriated back to the police department from the General Fund so we can make the necessary improvements to the range. Council had already approved the improvements and appropriation.

Chair Bryant moved to forward the Ordinance to Council for a first reading. Second by Councilmember Lawson Rowe. Motion carried.

**There is no Public Service & Transportation Committee meeting.**

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

**Finance & Administration Committee**

This is the Finance & Administration Committee meeting for March 28, 2022

Members in attendance are: Councilmember Baker, Councilmember Bryant, Councilmember Strickland, Chair Salvati and President Jenkins.

An Ordinance to Establish Section 160.13 Paid Family Leave of the Codified Ordinances of the City of Reynoldsburg

**Attorney Shook**

I believe Councilmembers received an email from the Auditor's Office expressing some concern about this Ordinance. The amendment I am recommending does not address all of their concerns, but it does address one particular concern - employees, who are on Paid Family Leave still accruing vacation time. A provision was added that prohibits vacation time accruing during Paid Family Leave. We ask that Council amend the Ordinance in Committee to reflect that change and then send the amended Ordinance to Council for a third read and approval.

Chair Salvati moved to amend the Ordinance to remove vacation time from accruing during Paid Family Leave. Second by Councilmember Strickland. Motion carried.

Chair Salvati moved to forward the amended Ordinance to Council for a third reading an approval. Second by Councilmember Bryant. Motion carried.

An Ordinance to Amend Chapter 160, Section 160.02 (A) Authorized Positions, Personnel, Classification and Pay Grade (A) Administration, Section (G) (I) Service Department, Section 160.02 (G) (4) Street Division for the City of Reynoldsburg, Ohio, and Declaring an Emergency

**Director Boller**

As you know, we run a very lean group of employees in the City. With all of the project and everything that is currently under the Service Department, we are requesting the addition of a Service Manager position. The position would cost the City about \$77,000 with benefits. We would be able to fund this position through the

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 28, 2022

end of this year. The other position would be to add a second fleet mechanic position. We recently hired a fleet mechanic instead of the Fleet Mechanic Supervisor position. As we are not going to fill that supervisory position, by adding this position we could save about \$34,000 for the rest of this year. That savings would help offset the Service Manager position.

Chair Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Bryant. Motion carried.

An Ordinance to Establish Separate Funds and Accountability for OneOhio Opioid Funds, and Declaring an Emergency

Attorney Shook

The purpose of setting up this special fund is to be able to receive funds from the OneOhio opioid settlement that Council passed last year. We are still trying to get some clarification from the state about how we will be able to use these funds. One issue in particular that we want to clarify is whether the use of these funds can extend beyond just opioids. I would say the most significant, long-standing addition issue that we face in alcohol addiction. We are hoping we can get approval to use these funds of other addictions, not just opioids. It would allow us to address the overarching addiction issues more appropriately.

Chair Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Bryant. Motion carried.

### Consent Agenda for Emergency Adoption

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Kristin Bryant, At-Large Councilmember                            |
| <b>SECONDER:</b> | Louis Salvati, Councilman                                         |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson Rowe |

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

**21-2022**

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE POLICE DEPARTMENT WEST PARKING LOT LIGHTING SERVICES, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

**22-2022**

AN ORDINANCE TO RE-APPROPRIATE FUNDS APPROVED BY ORDINANCE NO. 172-2021 AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH INVERIS TRAINING SOLUTIONS INC. FOR A NEW INDOOR TARGETING SYSTEM AND TRAINING SYSTEM AND APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

**23-2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 2022 FIREWORKS DISPLAY, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

**24-2022**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DAIMLER GROUP, INC. FOR THE SALE OF REAL PROPERTY, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

**Legislation for Emergency Adoption**

**25-2022**

AN ORDINANCE TO ESTABLISH SEPARATE FUNDS AND ACCOUNTABILITY FOR ONEOHIO OPIOID FUNDS, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

Councilmember Salvati was made aware that this Ordinance came out of Committee with a motion to send to Council for a first read. The legislation was to be sent to Council as a single, read emergency.

Councilmember Salvati moved to pass this legislation as a single, read emergency measure. Second by Councilmember Baker.

Roll call: Baker (yes); Bryant (yes); Strickland (yes); Salvati (yes); Pyakurel (yes); Lawson Rowe (yes); Cotner (yes)

The Ordinance was amended 7 - 0.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED AS AMENDED [UNANIMOUS]</b>                             |
| <b>MOVER:</b>    | Louis Salvati, Councilman                                         |
| <b>SECONDER:</b> | Kristin Bryant, At-Large Councilmember                            |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson Rowe |

**Consent Agenda for First Reading**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR THE CITY OF REYNOLDSBURG FOR A PROPERTY LOCATED AT 6320 EAST MAIN STREET FROM BRICE AND MAIN STREET DISTRICT (BMD) TO COMMUNITY COMMERCIAL DISTRICT (CC) --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE EASTWOOD DEVELOPMENT --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE TO AMEND ORDINANCE 30-2021, ADOPTED ON APRIL 12, 2021, AND TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF AMENDMENT NO. 1 OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT NO. 7 BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE COPIERS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE TO AMEND CHAPTER 160, SECTION 160.02 (A) AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE (A) ADMINISTRATION, SECTION (G) (I) SERVICE DEPARTMENT, SECTION 160.02 (G) (4) STREET DIVISION FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

**Consent Agenda for Second Reading**

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE COMMUNITY EVENTS DEPARTMENT --- Salvati. Finance and Administration Committee.

**Consent Agenda for Third Reading**

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Kristin Bryant, At-Large Councilmember                            |
| <b>SECONDER:</b> | Stacie Baker, At-Large Councilmember                              |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson Rowe |

**26-2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH SPRING HILL FARMS SECTION 1 --- Strickland. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022**

**27-2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF THE 2022 SEWER LINE CCTV, MANHOLE INSPECTION AND CLEANING PROJECT --- Strickland. Public Service and Transportation Committee.

**28-2022**

AN ORDINANCE TO AMEND CHAPTER 1305 PERMITS AND FEES, SECTION 1305.01 FEE SCHEDULE OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

**29-2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR GEOGRAPHICAL INFORMATION SYSTEMS (GIS) MAINTENANCE AND SUPPORT FOR 2022 --- Strickland. Public Service and Transportation Committee.

**30-2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR WEB GIS UPGRADE/ENHANCEMENTS (2022) --- Strickland. Public Service and Transportation Committee.

**31-2022**

AN ORDINANCE TO ESTABLISH SECTION 160.13 PAID FAMILY LEAVE OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Salvati. Finance and Administration Committee.

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 28, 2022

### Legislation for Third Reading

**32-2022**

AN ORDINANCE ESTABLISHING SECTION 701.07 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, COMMONLY REFERRED TO AS THE PAY TO STAY ORDINANCE --- Bryant. Public Safety, Law and Courts Committee.

|                  |                                                           |
|------------------|-----------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [6 TO 1]</b>                                   |
| <b>MOVER:</b>    | Kristin Bryant, At-Large Councilmember                    |
| <b>SECONDER:</b> | Stacie Baker, At-Large Councilmember                      |
| <b>AYES:</b>     | Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson Rowe |
| <b>NAYS:</b>     | Cotner                                                    |

### Other Council Matters

#### Councilmember Baker

I left a couple of student athletes off my recognition from the last Council meeting and they need to be recognized. Kudos to the Reynoldsburg Boys Basketball for making it to the play offs, even though they came up short. Also, congratulations to two members of our Lady Raiders Wrestling team for making it to state - Ronan Strader and Summer Bater. Great job!

I also want to recognize and thank all of the doctors, nurses, fire and police officers, logistic staff, retail workers, and teachers for continuing to work through this pandemic. They have kept the country moving during this pandemic.

### Upcoming Meetings

**April 7, 2022 Planning Commission**

**April 11, 2022 Council**

**April 21, 2022 BZBA**

**April 25, 2022 Council**

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
March 28, 2022

Adjournment

Mollie Prasher  
Mollie Prasher, Clerk of Council

Leanora Jenkins  
Leanora Jenkins, President of Council

Minutes Acceptance: Minutes of Mar 28, 2022 6:30 PM (Approval of Minutes)



**Clerk of Council****Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST**

---

**DATE:**           **April 11, 2022****TO:****RE:**               **Appointment of New Assistant Clerk of Council**

---

Approval:

|                         |             |               |
|-------------------------|-------------|---------------|
| Completed<br>Joe Begeny | Chris Shook | Stephen Cicak |
|-------------------------|-------------|---------------|

After posting the position and interviewing candidates, Deborah Dill has been selected as the new Assistant Clerk of Council. This position is part-time. Deborah has worked as a clerk in the Clerk of Court's office for Reynoldsburg for the past 6 years.

# DEBORAH DILL

614-670-9619 • DEBORAH.DILL09@GMAIL.COM • REYNOLDSBURG, OHIO  
 HTTPS://WWW.LINKEDIN.COM/IN/DEBORAH-D-01233820B/

## PROFESSIONAL SUMMARY

An experienced professional seeking a challenging role where my skills and knowledge can be utilized and where I can continue to help streamline practices and maintain good relationships between all parties. I also have many years of office and customer service skills. Dedication and experience would be a great contribution to your team.

## CORE SKILLS

- Advance organizational and office technology skills such as word processing and spreadsheets
- Familiarity with medical and court legal terminology
- Comfortable in collaborating with others
- Ability to perform under pressure independently and within a team
- Excellent verbal and written communication skills
- Attention to detail to ensure accuracy
- Exceptional time management skills
- Strong data entry skills
- Languages fluent in: English and Laotian
- Language basic in: Thai

## EXPERIENCE

Reynoldsborg Mayor's Court

*August 2016-Present*

*Deputy Clerk/Data Entry Operator*

- Provides information to the public, law enforcement personnel, attorneys, and all court personnel, concerning court records, bond information, fine schedule amounts, and fine and cost information with a courteous and professional manner
- Responsible for organizing and filing various court records
- Accurately and timely initiates and modifies criminal and traffic cases on CourtView system
- Answers all questions received by telephone and in person concerning the amount of bond for a defendant, the total amount of fines and/or court costs assessed by the court, and the amount of a payable citation
- Processes payments as needed
- Sends out Summons letters and Operator License Forfeiture notification to defendants regarding missed payment or court date
- Schedules arraignments, pre-trials and trials with subpoenas as needed
- Explains case and charge dispositions, scheduling information, and other court-related processes
- Processes cases in which a demand for trial to the County level has been filed along with Reynoldsborg criminal and traffic code, Ohio Revised Code
- Verifies the status of arrest warrants for law enforcement agents, and ensures the accuracy and maintenance of the verification log
- Retrieves case files, ensures that lists are pulled, and offers clear explanatory information concerning court records and inquiries that are requested by the public and various court departments and personnel
- Fills out conviction information for traffic cases and notifies the Bureau of Motor Vehicles of offense code
- Manages Excel spreadsheet to track court day records and schedules

- Maintains compliance with established office procedures for confidential information and files
- Scans and indexes closed case files into Content Central for electronic record keeping
- Engages in effective communication with other Department Personnel and Clerk of Courts
- Participates in staff development activities and department meetings

#### OSU Student Health Center

May 2016-August 2016

##### Health Information Associate

- Reviewed vaccination requirements for all students for compliance with the university policies
- Maintained confidentiality of all health information in accordance with HIPAA regulations
- Scanned and indexed all medical record files into patient EHR
- Ordered needed charts from storage
- Answered phone and email inquiries from external and internal personnel
- Performed customer service with walk in students and parents
- Assisted team members with various projects as needed
- Collaborated with patients and other staff members regarding demographic changes
- Maintained an Excel spreadsheet of processed release of information records

#### Center for Surgical Dermatology- Westerville, OH

September 2010- May 2016

##### Lead Health Information Coordinator

- Supervised daily functions of the Medical Records Department with 4 staff members
- Monitored staff performance and work progress
- Assisted in individual annual performance evaluations
- Acted as the HIPAA Compliance Officer
- Assisted in the implementation of a new electronic medical record software- EMA Dermatology
- Assigned MRN and online access for each patient's EHR
- Oversaw the scanning process of charts into electronic medical records
- Performed customer service to internal and external personnel over the phone and email
- Oversaw the release of information to other physicians' offices, patients and insurance companies as needed while safeguarding patient's rights and confidentiality
- Responsible for planning and implementing new ideas for department functions
- Conducted ongoing training for each member of the team
- Performed administrative duties as required including typing correspondence letters, completing routine forms and records, operating fax, and printers, keeping inventory of office supplies, sort incoming and outgoing mail

#### Mount Carmel Health- Columbus, OH

June 2010- September 2010

##### Patient Financial Specialist II

- Made outbound and answered inbound calls scheduling and pre-registering patients for labs and testing ordered by their physicians using McKesson PHS and Star applications
- Verified insurance information including coverage, deductibles, co-payments, and co-insurance through real time eligibility using McKesson Star application
- Responsible for collecting payments for services from patients prior to service
- Utilized electronic health records in Chartmaxx to assist in verifying insurance information
- Processed insurance information by logging system on daily basis

#### Nationwide Children's Hospital- Columbus, OH

October 2009- June 2010

##### HIM Lead Data Integrity Analyst

- Reviewed, analyzed, and resolved problems/errors concerning patient identity/demographics and duplicate medical record numbers within clinical systems to maintain the integrity of the Master Patient Index
- Validated all chart corrections to patient information to ensure accurate and complete data such as name corrections, merging duplicate records, unmerging non-duplicate records in EPIC
- Electronically assign deficiencies to clinicians in the EHR
- Managed Excel spreadsheet of all provider information ensuring accurate up to date data including

## NPI Number

- Collaborated in a team environment for training and suggestions
- Assisted in preparing, organizing, and reviewing patient's medical records for scanning into the document imaging system
- Ensured team members followed policies and procedures

Center for Surgical Dermatology- Westerville, OH

June 2007- October 2009

*Lead Health Information Coordinator*

- Supervised daily functions of the Medical Records Department with 4 staff members
- Monitored staff performance and work progress
- Assisted in individual annual performance evaluations
- Acted as the HIPAA Compliance Officer
- Managed and prepared physicians' dictated notes to be mailed out daily to referring physicians' offices
- Performed customer service to internal and external personnel over the phone and email
- Oversaw the release of information to other physicians' offices, patients and insurance companies as needed while safeguarding patient's rights and confidentiality
- Responsible for planning and implementing new ideas for department functions
- Conducted ongoing training for each member of the team
- Performed administrative duties as required including typing correspondence letters, completing routine forms and records, operating fax, and printers, keeping inventory of office supplies, sort incoming and outgoing mail

Ohio Health Doctor's Hospital West- Columbus, OH

February 2006- June 2007

*Sr. Medical Records Associate*

- Collected and analyzed Emergency Department and Workers' Compensation charts for verification
- Scanned verified charts into imaging system, EWeb, for record maintenance and retention
- Processed data entry for patient demographic forms
- Performed quality customer service to patients and various Emergency Department staff
- Provided answers to questions regarding charts while upholding patient confidentiality
- Researched missing and pending charts needing to be dictated, signed, and coded
- Aided in administrative duties when necessary

Huntington National Bank

August 2004-August 2005

*Process Administrator- Wholesale Lockbox*

- Processed deposit checks from large accounts
- Processed credit card payments for company accounts
- Performed data entry with check and credit card balances
- Maintained production goals with accuracy

Huntington National Bank

June 2002-August 2004

*Process Specialist- Data Entry*

- Processed automobile loan applications
- Accurately entered client information for underwriting while maintaining standards of application per hour
- Maintained production goals with accuracy

**EDUCATION**

Columbus State Community College- Columbus, OH

*Associates of Science in Health Information Management and Technology*

**Courses:** Advanced Medical Terminology, ICD-9, CPT4, Pharmacology for Allied Health, Health Data Management, Medical Reimbursement, Medical Transcription, Quality Resource Management, Clinical Data Analyst, HIPAA and JCAHO Regulations, Business Communications, Computer Information Technology

Reynoldsburg High School- Reynoldsburg, OH

**Service Department****Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****MOTION REQUEST****DATE:** April 11, 2022**TO:** Public Service and Transportation Committee**RE:** Upper Blacklick Creek Flood Study FEMA Grant Application

Approval:

|                       |                        |                          |
|-----------------------|------------------------|--------------------------|
| Pending<br>Joe Begeny | Pending<br>Chris Shook | Pending<br>Stephen Cicak |
|-----------------------|------------------------|--------------------------|

This motion was added late as we just found out today that we are likely to be approved for this grant. Passing this motion this evening affirms the City's willingness to participate in the grant program, but does not bind us in anyway should Council decide to step back. The grant would require a percentage financial contribution of \$41,000.

**A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO  
APPLY FOR A GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT  
ASSOCIATION (FEMA) AS IT RELATES TO THE UPPER BLACKLICK CREEK  
FLOOD STUDY**

Whereas, weather events throughout the world have intensified over the past decade, and

Whereas, over the past several years the City of Reynoldsburg has dealt with several intense rainfall events which has led to extreme flooding throughout the City, specifically along the Blacklick Creek and its associated riparian corridor, and

Whereas, repetitive flooding along the City's riparian corridors, and specifically the Blacklick Creek, has led to severe stream bank erosion, and property loss, and

## **Service Department**

**Bill Dorman**

**7232 E. Main Street**

**Reynoldsburg OH 43068**

**Phone**

Whereas, City staff has participated in multiple meetings with residents affected by said flooding, including a public meeting held in collaboration with the Ohio Emergency Management Association (OEMA), the Ohio Department of Natural Resources (ODNR) and FEMA at City Hall, and

Whereas, based on these meeting the City has determined it to be in their best interest to further evaluate the current conditions along the Blacklick Creek and its riparian corridor to understand its current hydrological state by seeking Advanced Assistance funding through FEMA's Hazard Mitigation Grant Program (HMGP), and

Whereas, this data will then be utilized to develop an action plan to in an effort to restore the floodplain/way along the Blacklick Creek and its riparian corridor, and mitigate repetitive property loss.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg of the state of Ohio and Franklin, Licking, and Fairfield Counties that:

SECTION 1. The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance once approved as to form by the City Attorney, in accordance with all authority granted to and limitations upon the City Auditor.

SECTION 2. The total project cost relating to this grant is \$334,000.00.

SECTION 3. The City financial obligation is 12.5% of the total project cost (\$41,750.00)

SECTION 4. That this motion shall take effect and be in force following the signature of the Mayor.



## Department of Public Safety

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Thomas J. Stickrath, Director  
Sima S. Merick, Executive Director



March 12, 2022  
**FEMA-DR-4507-OH**

Moises Dugan  
Acting Regional Administrator  
FEMA, Region V  
536 S. Clark St., 6<sup>th</sup> Floor  
Chicago, IL 60605-1521

Dear Mr. Dugan:

Enclosed for FEMA approval is the City of Reynoldsburg Advanced Assistance project being submitted under FEMA-DR-4507-OH. The NEMIS entry was completed on March 14, 2022. Included with this letter is the supporting documentation for the project.

If you have any questions, please do not hesitate to contact Steve Ferryman, State Hazard Mitigation Officer at 614-799-3539.

Sincerely,

SIMA S. MERICK  
Executive Director  
Governor's Authorized Representative

SSM/jmh

Enclosures as stated

cc: Andrew Davis, FEMA Region V  
Steve Ferryman, State Hazard Mitigation Officer

**PROJECT SUMMARY**  
**CITY OF REYNOLDSBURG ADVANCED ASSISTANCE**  
**HMGP: DR-4507-OH, Application ID #5 Project Number #2**  
**SUBMITTED IN NEMIS: 03/14/2022**

**PROJECT CONTACT INFORMATION**

|                                |                                                        |
|--------------------------------|--------------------------------------------------------|
| COMMUNITY                      | City of Reynoldsburg                                   |
| PRIMARY P.O.C.                 | William Dorman, Public Service/Building Director       |
| ADDRESS                        | 7232 East Main Street                                  |
| CITY/ZIP                       | Reynoldsburg 43068                                     |
| PHONE                          | 614-322-6800                                           |
| E-MAIL                         | WDorman@ci.reynoldsburg.oh.us                          |
| DUNS #                         | 081290751                                              |
| Unique Entity Identifier (UEI) | L1UJA1RJH2Q5                                           |
| FEDERAL EMPLOYER # (EIN)       | 31-6400909                                             |
| PLAN APPROVAL DATE, NAME       | 9/3/20, Franklin County Natural Hazard Mitigation Plan |

|                  |                               |
|------------------|-------------------------------|
| SECONDARY P.O.C. | Mayor Joe Begeny              |
| ADDRESS          | 7232 East Main Street         |
| CITY/STATE/ZIP   | Reynoldsburg, OH 43068        |
| PHONE            | 614-322-6809                  |
| E-MAIL           | JBegeny@ci.reynoldsburg.oh.us |

|                         |                                        |
|-------------------------|----------------------------------------|
| FIPS CODE               | 39049                                  |
| PERFORMANCE PERIOD      | 2 Years (24 Months) from FEMA approval |
| BENEFIT-COST RATIO      | N/A                                    |
| ENVIRONMENTAL ANALYSIS  | N/A                                    |
| CONGRESSIONAL DISTRICTS | 3                                      |
| OHIO SENATE & HOUSES    | 3 & 20                                 |

**PROJECT DESCRIPTION**

See attached.

**BUDGET SUMMARY**

|                                 |               |
|---------------------------------|---------------|
| TOTAL PROJECT COST              | \$ 334,000.00 |
| FEDERAL SHARE REQUESTED 75%     | \$ 250,500.00 |
| NON-FEDERAL SHARE REQUESTED 25% | \$ 83,500.00  |

**SOURCE OF NON-FEDERAL SHARE**

|                            |              |
|----------------------------|--------------|
| STATE OF OHIO 12.5%        | \$ 41,750.00 |
| CITY OF REYNOLDSBURG 12.5% | \$ 41,750.00 |



## Advance Assistance Application

**Applicant: City of Reynoldsburg, Ohio**

**Point of Contact: William Dorman, Public Service/Building Director**

**Current Project Title: Upper Blacklick Creek Flood Mitigation Project**

**Project Summary**

The City of Reynoldsburg has experienced flooding and channel erosion along Blacklick Creek and its tributaries, directly impacting residential and commercial properties, and public infrastructure. The City has previously invested in measures to address channel erosion and has adopted and applied floodplain development regulations to limit and protect future encroachments into known flood hazard areas. However, the larger Blacklick Creek watershed is rapidly developing and the impact of this development and emerging weather patterns has resulted in more frequent reports of flooding and resulting property damage. The city is seeking Advanced Assistance funding through the Hazard Mitigation Grant Program (HMGP) to develop a watershed-scale study of the upper portion of Blacklick Creek and identify flood mitigation solutions for critical areas along this watercourse and its tributaries. Some of these flood mitigation solutions may also address the more severe cases of channel bank erosion, which will protect the watercourse from the debris jams that are often associated with flooding upstream of roadway culverts and bridges.

The project qualifies for Advanced Assistance funding as it intends to 'evaluate facilities or areas to determine appropriate mitigation actions', as referenced in the FEMA guidance document. The evaluation will consider numerous flood mitigation activities to determine their feasibility for construction and the associated project costs, including: 1) individual building retrofits/elevation; 2) acquisition of flood prone buildings and beneficial re-use of the resulting open space; 3) hydrologic improvements, such as regional stormwater detention basins; 4) hydraulic improvements, such as channel modifications and bridge replacements; 5) levee systems; and 6) localized drainage improvements.

The execution of this project will require the collection of established hydrologic and hydraulic modeling for the Blacklick Creek watershed, watershed-scale topographic, soils and land use data, site specific field survey information, and collaboration with various watershed stakeholders. The study required to evaluate flood mitigation solutions will rely significantly on a recent FEMA flood hazard restudy for Blacklick Creek and tributaries, including both a new hydrologic analysis and a HEC-RAS floodplain model extending through the City of Reynoldsburg.

The execution of this project will also require a Benefit-Cost Analysis (BCA) prepared in accordance with FEMA guidelines, demonstrating that the preferred flood and channel erosion mitigation project(s) meet or exceed the minimum requirement of a BCA value greater than 1.0. Both FEMA and U.S. Army Corps of Engineers' (USACE) guidelines will be followed pertaining to the development and evaluation of various flood mitigation solutions, with direct input from representatives of those entities as to the feasibility and effectiveness of those solutions.

## Advance Assistance Application

**Project Deliverables**

Provided below is a summary of the various tasks associated with completing a watershed-scale study in support of the Upper Blacklick Creek Flood Mitigation Project. Some of these tasks will extend throughout the duration of the study, while others are sequential and performed in support of other tasks.

**Planning Area:** The Blacklick Creek watershed, with an emphasis placed on the portion of the watershed within the City of Reynoldsburg.

**Planning Process:** Create an inclusive process that involves local stakeholders and seeks support from technical/regulatory agencies. Provide hydrologic and hydraulic modeling to establish a baseline of flood hazards and potential flood damages, and apply widely-accepted structural and non-structural measures to reduce those flood damages. Document the study results in terms of achieving study goals, and identifying potential flood mitigation solutions resulting in a Benefit Cost Analysis value of greater than 1.0.

**Task 1 – Public/Stakeholder Involvement**

*Objective / Outcome:* Data gathering and information dissemination. Feedback on the study process and results, and potential flood mitigation solutions.

*Methodology:* The City will conduct organized meetings and publish information through the City's website. Residents and other stakeholders will be invited to share information regarding their experiences with flooding, as well as being provided information about the various flood mitigation solutions under consideration, and how those solutions could affect their property. Public agencies, such as Ohio EMA, FEMA and the USACE will also be engaged in separate meetings to discuss study objectives and outcomes, and to seek technical assistance where appropriate regarding the identification and evaluation of the various flood mitigation solutions.

*Resources:* Establish meeting dates associated with key project milestones; establish a link to the City's website where information can be shared between the City and project stakeholders. Public meetings will be posted in accordance with the City's policy and records of the meetings will be kept for future reference. We anticipate conducting up to four (4) public meetings throughout the two-year duration of the project. The City's website will be a critical resource and other media may be used to advertise public meetings.

*Timeline/Milestones:*

| Milestone                                     | Start Date | End Date | Duration  |
|-----------------------------------------------|------------|----------|-----------|
| Meeting #1                                    | Q1         | Q1       | 1-day     |
| Meeting #2                                    | Q4         | Q4       | 1-day     |
| Meeting #3                                    | Q6         | Q6       | 1-day     |
| Meeting #4                                    | Q8         | Q8       | 1-day     |
| Technical Meetings with Ohio EMA, FEMA, USACE | Q2         | Q7       | As needed |

## Advance Assistance Application

*Benefits:* The City will gain local knowledge of historical flooding conditions on individual properties and have the opportunity to disseminate information to project stakeholders at key project milestones, allowing for constructive feedback that will be applied to the final study documents. The participation of state and federal agencies with knowledge of flood mitigation practices will provide essential technical guidance throughout the study process.

**Task 2 – Data Gathering**

*Objective / Outcome:* Acquire the technical data necessary to complete a watershed-scale flood mitigation study. Some of the data that is expected to be acquired and compiled into a study base map is listed below.

1. Franklin County Auditor GIS topography
2. USDA soils information
3. A land use/land cover overlay
4. GIS mapping of existing storm sewer systems and stormwater management facilities
5. A flood hazard overlay
6. Field survey of channel cross-sections at critical locations along Blacklick Creek and select tributaries, within the City of Reynoldsburg.
7. Field survey identifying the elevation of select flood prone buildings.
8. Engineering field reconnaissance to document areas of significant channel bank erosion where this erosion poses a threat to buildings and public infrastructure.

In addition, we will acquire and review the aforementioned FEMA floodplain restudy, as well as any prior watershed studies and data for Blacklick Creek, for utilization as part of the flood mitigation study. We will also acquire historical rainfall data captured by rain gauges within the Blacklick Creek watershed, operated by the City of Columbus and the Ohio EMA. The rainfall data will be used as part of the detailed modeling effort to simulate actual flood events. Both FEMA and the USACE will be contacted regarding their expectations for data gathering and utilization.

*Methodology:* The data to be collected for this study is part of the public record and will be compiled into a GIS watershed base map for utilization throughout the study process. In addition, a spreadsheet summary of the acquired data and utilization will be compiled for future reference.

*Resources:* Field survey and engineering field reconnaissance will be performed under the guidance of a licensed professional surveyor and an engineer with experience in stream channel stability evaluations. The referenced FEMA restudy and other watershed studies will be reviewed by an experienced Water Resources Engineer.

*Timeline / Milestones:*

## Advance Assistance Application

| Milestone                   | Start Date | End Date | Duration |
|-----------------------------|------------|----------|----------|
| Data Gathering              | Q1         | Q1       | 2-months |
| Base Map Preparation        | Q1         | Q1       | 1-month  |
| Review of Watershed Studies | Q1         | Q1       | 1-month  |
| Documentation of Resources  | Q2         | Q2       | 2-weeks  |

*Benefits:* The data acquired through this process will be foundational to the success of the flood mitigation study. We expect to acquire sufficient data to develop watershed and sub-watershed boundaries and outfalls from those areas to the watercourse. The watershed base map, including the field survey information, will support the detailed modeling process, allowing us to enhance the floodplain models for Blacklick Creek and tributaries at critical locations.

### **Task 3 – Detailed Modeling and Mapping – Existing Conditions**

*Objective / Outcome:* Generate detailed hydrologic and hydraulic models of the Blacklick Creek watershed and watercourse, for the purpose of documenting existing flood hazard conditions and to support the evaluation of potential flood mitigation solutions (Task 4). This modeling and the resulting flood hazard mapping will be used to validate observations of flooding and documented flood damages within the City of Reynoldsburg.

*Methodology:* The hydrologic modeling will apply the NRCS's rainfall/runoff method to determine peak flood discharge values and flow volumes in Blacklick Creek and tributaries, using the HEC-HMS computer software. Runoff Curve Numbers and Times of Concentration will be derived from the watershed base map following the TR-55 method. Design points in the watershed will be established where computed peak flood discharge values will be compared between existing and proposed conditions. The hydraulic modeling will be based on the HEC-RAS model prepared as part of FEMA's restudy; enhancements to model cross-sections and bridge geometries will be made based on field survey and engineering field reconnaissance. The results of the hydrologic model will be used to adjust peak flood discharge values in the HEC-RAS model, if warranted. Flood hazard mapping will be completed based on a DEM representation of the watercourse and the RAS-Mapper utility, also allowing for the creation of depth-grids showing areas of higher and lower flood risk, where buildings and other infrastructure is affected.

Separately, a PCSWMM model will be developed for the Briarcliff subdivision, where past flooding events suggest the local storm sewer system is inadequate and may be the cause of extensive street and yard flooding, and damage to structures. The information required to develop this model will be derived from the City's GIS mapping of the storm sewer system, supplemented by record plans.

*Resources:* The watershed base map and accumulated GIS data will be a critical resource for the development of the hydrologic and hydraulic models. The GIS-integrated modeling and mapping software described previously will enable the determination and depiction of flood hazards along Blacklick Creek and tributaries, and within the Briarcliff subdivision. The model results coupled with other study data will identify high flood and channel erosion risk areas.

*Timeline / Milestones:*

## Advance Assistance Application

| Milestone                                      | Start Date | End Date | Duration      |
|------------------------------------------------|------------|----------|---------------|
| Model Development                              | Q2         | Q3       | 4 to 6 months |
| Flood Risk Mapping                             | Q4         | Q4       | 1 month       |
| Documentation of High Flood/Erosion Risk Areas | Q4         | Q4       | 1 month       |

*Benefits:* The modeling/mapping to document existing flood risks and potential flood damage will feed the required Benefit Cost Analysis (BCA), Task 5. This modeling will also be the platform for evaluating flood mitigation solutions, Task 4.

#### **Task 4: Identification and Evaluation of Flood and Channel Erosion Mitigation Solutions**

*Objective / Outcome:* The evaluation of flood mitigation solutions will quantify benefits in terms of reduced flood damage potential. As noted in the Project Summary, both structural and nonstructural solutions will be considered, and planning level project cost estimates will be developed for feasible flood/channel erosion mitigation solutions.

*Methodology:* The evaluation of flood mitigation and channel erosion solutions will rely extensively on the modeling and model/mapping results developed under Task 3. A preliminary matrix of potential solutions will be developed and then applied to specific high risk areas using a screening process to determine the initial feasibility and practicality of certain solutions based on the nature of the surrounding infrastructure and the flood mitigation goal for individual areas. The screening process will consider land acquisition, physical conflicts and whether the potential benefits will exceed the estimated costs. More than one potential solution may be applied to a specific flooding location.

Hydrologic solutions (e.g., regional stormwater management) will be evaluated in the HEC-HMS model for translation of reduced peak flood discharge values to the HEC-RAS model. There is only limited opportunities for a large-scale regional basin within the City of Reynoldsburg and the screening process will be used to determine if those basins can sufficiently reduce peak flood discharge values in Blacklick Creek to result in a meaningful reduction in flood hazards. The study process is not anticipated to consider hydrologic solutions outside of the City of Reynoldsburg's corporate limits.

Hydraulic solutions (e.g., channel and bridge improvements) will consider opportunities to increase flood carrying capacity while also addressing notable channel erosion areas and locations where debris jams have contributed to past flooding. Extensive channel widening beyond the ability of the watercourse to transport bedload material will be avoided, so that a recurring channel maintenance effort is not required. Floodplain benching with riparian habitat benefits will be evaluated.

Identifying buildings for acquisition and demolition will be considered and coordinated with individual property owners; building retrofits (floodproofing) will be considered on a limited basis, based on the value of the asset that would justify the potential costs of this flood mitigation solution.

## Advance Assistance Application

The application of flood protection levees is expected to be considered on a limited basis as part of this study, given the complexity of design, permitting and construction, and the long-term O&M obligations of this practice. Local drainage improvements are expected to be identified within the Briarcliff subdivision in addition to other large scale solutions to address flooding and channel erosion along Blacklick Creek and tributaries.

The flood mitigation solutions determined to be feasible through the initial screening process will be represented in the detailed hydrologic and hydraulic modeling for the purpose of quantifying the associated flood damage reduction, and generating data to be applied to the BCA. Planning level cost estimates of the flood mitigation solutions will be developed based on FEMA guidance. Schematic plan exhibits will be created representing the nature and extent of flood and channel erosion mitigation solutions, to be included in the report documentation, Task 5.

*Resources:* The various resources identified in the previous tasks will also apply to Task 4. In addition, state and federal guidance manuals pertaining to the design and implementation of potential flood mitigation solutions will be applied to the study process.

*Timeline / Milestones:*

| Milestone                     | Start Date | End Date | Duration      |
|-------------------------------|------------|----------|---------------|
| Solutions Matrix              | Q4         | Q4       | 2 months      |
| Feasibility/Screening Process | Q5         | Q5       | 2 months      |
| Modeling/Mapping of Solutions | Q5         | Q7       | 4 to 5 months |
| Cost Estimates                | Q6         | Q7       | 3 months      |

*Benefits:* The identification of feasible flood and channel erosion mitigation solutions and the determination of benefits and costs will result in a determination of recommended solutions for presentation to the project stakeholders.

### **Task 5: Report Documentation and BCA**

*Objective / Outcome:* The study report will contain recommendations for flood and channel erosion mitigation solutions, reflecting feedback from project stakeholders. The BCA will determine whether federal funding can be applied to the implementation of these solutions. The final report will document the selection of flood and channel erosion mitigation solutions determined to be feasible and prioritized by the city based on benefits and costs, and will include a proposed scope, schedule and funding requirements. The report will also document potential environmental impacts and describe the related regulatory/permitting requirements of implementing the various flood and channel mitigation solutions. This documentation will not constitute a formal Environmental Assessment, which may be required as part of future project implementation with the support of federal funds.

*Methodology:* The report will use information accumulated through the course of the prior tasks to summarize the study process and findings. The BCA will use FEMA's most recent Toolkit

## Advance Assistance Application

Application (currently version 6.0), as well as published guidelines pertaining to the utilization of this tool.

*Resources:* Same as above.

*Timeline / Milestones*

| Milestone    | Start Date | End Date | Duration |
|--------------|------------|----------|----------|
| BCA          | Q6         | Q7       | 3 months |
| Study Report | Q7         | Q8       | 3 months |
|              |            |          |          |
|              |            |          |          |

*Benefits:* The report is the product of the entire study process and will provide the City and other project stakeholders with a 'roadmap' for future implementation of flood and channel erosion mitigation solutions, and document whether these solutions meet the required BCA ratio.

**Estimated Project Cost**

***Total Estimated Project Cost: \$334,000 (Study Costs)***

**Cost Share (see attached letter)**

Activity Cost Estimate: \$334,000

Federal Share Percentage (75%): \$250,500

Non-Federal Share Percentage (25%): \$83,500

**Non-Federal Share**

EMA Funding (12.5%): \$41,750

Local Funding (12.5%): \$41,750



FEE ESTIMATE

UPPER BLACKLICK CREEK WATERSHED FLOOD AND CHANNEL EROSION MITIGATION STUDY - CITY OF REYNOLDSBURG, OH.

November 2021



| TASK NO.     | TASK DESCRIPTION                                                                | STAFF HOURS |     |     |     |    |     |    |    |    |    |    |       | LABOR         | EXPECTED REIMBURSABLE | TASK          |
|--------------|---------------------------------------------------------------------------------|-------------|-----|-----|-----|----|-----|----|----|----|----|----|-------|---------------|-----------------------|---------------|
|              |                                                                                 |             |     |     |     |    |     |    |    |    |    |    |       | COSTS         | COSTS                 | SUBTOTAL      |
|              |                                                                                 | PM          | SE  | PE  | DE  | ET | SES | ES | D1 | CL | RS | FC | TOTAL |               |                       |               |
| Task 1       | Public/Stakeholder Involvement                                                  | 100         | 70  | 12  | 0   | 0  | 0   | 0  | 0  | 10 | 0  | 0  | 192   | \$ 31,900.00  | \$ 650.00             | \$ 32,550.00  |
|              | Stakeholder Meetings (4)                                                        | 20          | 20  | 12  |     |    |     |    |    | 6  |    |    |       |               | \$ 400.00             |               |
|              | Regulatory/Technical Agency Coordination                                        | 20          | 20  |     |     |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | General Coordination/Project Management                                         | 60          | 30  |     |     |    |     |    |    | 4  |    |    |       |               | \$ 200.00             |               |
| Task 2       | Data Gathering and Documentation                                                | 12          | 28  | 90  | 50  | 0  | 0   | 0  | 14 | 2  | 8  | 80 | 284   | \$ 41,940.00  | \$ 550.00             | \$ 42,490.00  |
|              | Compilie Model/Mapping Data                                                     | 12          | 20  | 40  |     |    |     |    | 12 | 2  |    |    |       |               | \$ 50.00              |               |
|              | Field Survey                                                                    |             |     |     |     |    |     |    |    |    | 8  | 80 |       |               | \$ 400.00             |               |
|              | Engineering Field Reconnaissance                                                |             | 4   | 40  | 40  |    |     |    |    |    |    |    |       |               | \$ 100.00             |               |
|              | Data Compiltation List and Applicability                                        |             | 4   | 10  | 10  |    |     |    | 2  |    |    |    |       |               | \$ -                  |               |
| Task 3       | Detailed Modeling and Mapping                                                   | 62          | 150 | 290 | 0   | 0  | 0   | 0  | 20 | 0  | 0  | 0  | 522   | \$ 74,710.00  | \$ 200.00             | \$ 74,910.00  |
|              | Hydrologic Modeling (HEC-HMS)                                                   | 20          | 60  | 100 |     |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Hydraulic Modeling (HEC-RAS)                                                    | 20          | 40  | 100 |     |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Local Drainage Study (PCSWMM)                                                   | 10          | 30  | 70  |     |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Flood Hazard Mapping and Identification of Flood/Channel Erosion Risk Areas     | 12          | 20  | 20  |     |    |     |    | 20 |    |    |    |       |               | \$ 50.00              |               |
|              |                                                                                 |             |     |     |     |    |     |    |    |    |    |    |       |               | \$ -                  |               |
| Task 4       | Identification and Evaluation of Flood and Channel Erosion Mitigation Solutions | 64          | 164 | 392 | 150 | 0  | 0   | 0  | 60 | 0  | 0  | 0  | 830   | \$ 109,550.00 | \$ 500.00             | \$ 110,050.00 |
|              | Prepare Initial Flood and Channel Erosion Mitigation Matrix                     | 16          | 40  | 40  |     |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Feasibility/Screening Process                                                   | 16          | 40  | 60  | 20  |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Preliminary Hydrologic and Hydraulic Modeling of Project Alternatves            |             | 8   | 80  | 40  |    |     |    |    |    |    |    |       |               | \$ 100.00             |               |
|              | Refinement of Flood and Channel Erosion Mitigation Solutions Matrix             | 8           | 20  | 20  |     |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Final Hydrologic and Hydraulic Modeling of Project Alternatives                 |             | 8   | 60  | 20  |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Local Drainage Improvements Analysis                                            | 8           | 8   | 60  | 20  |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Schematic Plan Exhibits                                                         | 4           |     | 12  | 30  |    |     |    | 60 |    |    |    |       |               | \$ 100.00             |               |
|              | Project Cost Estimates                                                          | 12          | 40  | 60  | 20  |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              |                                                                                 |             |     |     |     |    |     |    |    |    |    |    |       |               |                       |               |
| Task 5       | Engineering Report                                                              | 64          | 160 | 170 | 40  | 0  | 38  | 16 | 0  | 18 | 0  | 0  | 506   | \$ 72,990.00  | \$ 650.00             | \$ 73,640.00  |
|              | BCA                                                                             | 12          | 30  | 60  |     |    |     |    |    |    |    |    |       |               | \$ 50.00              |               |
|              | Draft Report                                                                    | 40          | 100 | 80  | 40  |    | 30  | 12 |    | 12 |    |    |       |               | \$ 300.00             |               |
|              | Final Report                                                                    | 12          | 30  | 30  |     |    | 8   | 4  |    | 6  |    |    |       |               | \$ 300.00             |               |
| TOTAL FEES = |                                                                                 | 302         | 572 | 954 | 240 | 0  | 38  | 16 | 94 | 30 | 8  | 80 | 2334  | \$ 331,090.00 | \$ 2,550.00           | \$ 333,640.00 |

PM - Project ManagerPE - Project EngineerET - Engineering TechnicianES - Environmental ScientistRS - Registered Surveyor

SE - Senior EngineerDE - Design EngineerSES - Senior Environmental ScientistD1 - DrafterCL - ClericalFC - Field Survey Crew





Gatehouse Media Ohio Holdings II Inc. P.O. Box 182537 Columbus, Ohio 43218-2537

## Advertising Summary

|                        |                                |                                |                                |
|------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Ad Order Number</b> | <b>Customer</b>                | <b>Payor Customer</b>          | <b>PO Number</b>               |
| 0006300791             | CITY OF REYNOLDSBURG           | CITY OF REYNOLDSBURG           |                                |
| <b>Sales Rep.</b>      | <b>Customer Account</b>        | <b>Payor Account</b>           | <b>Ordered By</b>              |
| legals-115             | 10117540                       | 10117540                       | Mollie Prasher,                |
| <b>Order Taker</b>     | <b>Customer Address</b>        | <b>Payor Address</b>           | <b>Customer Fax</b>            |
| csimmons               | 7232 E MAIN ST. PUBLIC SERVICE | 7232 E MAIN ST. PUBLIC SERVICE |                                |
|                        | REYNOLDSBURG OH 43068          | REYNOLDSBURG OH 43068 USA      |                                |
| <b>Order Source</b>    | <b>Customer Phone</b>          | <b>Payor Phone</b>             | <b>Customer EMail</b>          |
|                        | 614-322-6840                   | 614-322-6840                   | mprasher@ci.reynoldsburg.oh.us |
| <b>Tear Sheets</b>     | <b>Proofs</b>                  | <b>Affidavits</b>              | <b>Invoice Text</b>            |
| 0                      | 0                              | 0                              |                                |
| <b>Net Amount</b>      | <b>Tax Amount</b>              | <b>Total Amount</b>            | <b>Payment Method</b>          |
| \$140.92               | \$0.00                         | \$140.92                       |                                |
|                        |                                |                                | <b>Blind Box</b>               |
|                        |                                |                                |                                |
|                        |                                |                                | <b>Materials</b>               |
|                        |                                |                                | Affidavit CNS(1.0 X \$10.0     |
|                        |                                |                                | <b>Payment Amount</b>          |
|                        |                                |                                | \$0.00                         |
|                        |                                |                                | <b>Amount Due</b>              |
|                        |                                |                                | \$140.92                       |

|                            |                                                                       |                                                                                                                                                                 |                   |                          |                         |
|----------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------|-------------------------|
| <b>Ad Number</b>           | <b>Ad Type</b>                                                        | <b>Ad Size</b>                                                                                                                                                  | <b>Color</b>      | <b>Production Method</b> | <b>Production Notes</b> |
| 0006300791-01              | CN-Legal Type                                                         | : 2.0 X 3.0000"                                                                                                                                                 | <NONE>            | AdBooker                 |                         |
| <b>External Ad Number</b>  | <b>Ad Released</b>                                                    |                                                                                                                                                                 | <b>Pick Up</b>    | <b>Preprint Notes</b>    |                         |
|                            | No                                                                    |                                                                                                                                                                 |                   |                          |                         |
| <b>Product Information</b> | <b>Placement/Classification</b>                                       | <b>Run Schedule Invoice Text</b>                                                                                                                                | <b>Start Date</b> |                          |                         |
| Worthington News::         | CN Legal - CN Classified<br>Public Notice-Legals-21200 Public Notices | PUBLIC NOTICE The City of Reynoldsburg, in conjunction with the Ohio Emergency Management Agency, has applied for Hazard Mitigation Assistance (HMA) funding fr | 3/10/2022         |                          |                         |
| www-LegalNotices::         | CN Legal - CN Classified<br>Public Notice-Legals-21200 Public Notices | PUBLIC NOTICE The City of Reynoldsburg, in conjunction with the Ohio Emergency Management Agency, has applied for Hazard Mitigation Assistance (HMA) funding fr | 3/10/2022         |                          |                         |

### WYSIWYG Content Follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>PUBLIC NOTICE</b></p> <p>The City of Reynoldsburg, in conjunction with the Ohio Emergency Management Agency, has applied for Hazard Mitigation Assistance (HMA) funding from the Federal Emergency Management Agency for Upper Blacklick Creek Flood Mitigation Project. The objective of HMA programs is to fund mitigation measures that reduce the risk of loss of life and property from future hazard events or disasters. The Upper Blacklick Creek Flood Mitigation Project will study and recommend cost effective flood mitigation projects for the Upper Blacklick Creek.</p> <p>Under the National Environmental Policy Act, EO 11988 and EO 11990, public notice is required of any federal actions that may affect floodplains or wetlands. Under the National Historic Preservation Act, public notice is also required for some projects which have the potential to affect historic properties. All necessary permits and approvals will be obtained prior to construction and completion of the project.</p> <p>Public participation is encouraged. Those interested are invited to comment within 30 days by e-mail to duane.castaldi@fema.dhs.gov or by mail to:</p> <p>Duane Castaldi, Regional Environmental Officer<br/>FEMA Region V<br/>536 South Clark Street, 6th Floor<br/>Chicago, IL 60605</p> <p>3/10 Reynoldsburg News</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

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**DATE: April 11, 2022****TO: Public Safety, Law and Courts Committee****RE: THIS IS FOR A WORK SESSION ONLY TO DISCUSS HB 172 ON  
ITS IMPACT ON THE CITY OF REYNOLDSBURG**

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Approval:

|                         |                        |               |
|-------------------------|------------------------|---------------|
| Completed<br>Joe Begeny | Pending<br>Chris Shook | Stephen Cicak |
|-------------------------|------------------------|---------------|

Explanation of legislation and need:

Statement of necessity for Emergency passage:

## CHAPTER 511

### Fireworks

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511.01 Manufacturer, wholesalers, shippers, purchasers, exhibitors, fees, prohibitions, enforcement, and applicability.

511.02 Fee.

511.99 Penalty.

#### **CROSS REFERENCES**

See sectional histories for similar State law

Power to regulate explosives - see Ohio R.C. 715.60 et seq.

Fireworks - see Ohio R.C. 3743.01 et seq.

Vehicles transporting explosives - see TRAF. 339.06; FIRE PREV. Ch. 1511

#### **511.01 MANUFACTURERS, WHOLESALERS, SHIPPERS, PURCHASERS, EXHIBITORS, FEES, PROHIBITIONS, ENFORCEMENT, AND APPLICABILITY.**

All manufacture, purchase, use, permits to use, exhibition, or any matter whatsoever pertaining to fireworks as defined by Ohio R.C. 3743.01 shall comply with the rules and regulations as prescribed by Ohio R.C. 3743.01 to 3743.99.

(Ord. 47-02. Passed 6-10-02.)

#### **511.02 FEE.**

A fee of ten dollars (\$10.00) is required to be paid to the City before any permit under this section will be granted.

(Ord. 47-02. Passed 6-10-02.)

#### **511.99 PENALTY.**

Whoever violates any provision of this chapter shall be subject to the penalties prescribed in Ohio R.C. 3743.99.

(Ord. 47-02. Passed 6-10-02.)



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# OHIO LEGISLATIVE SERVICE COMMISSION

Office of Research  
and Drafting

Legislative Budget  
Office

**H.B. 172**  
**134<sup>th</sup> General Assembly**

## Final Analysis

[Click here for H.B. 172's Fiscal Note](#)

**Version:** As Passed by the General Assembly

**Primary Sponsors:** Reps. Baldridge and O'Brien

**Effective date:** Emergency: certain provisions effective November 4, 2021; other provisions effective February 7, 2022, or July 1, 2022

Andrew Little, Attorney

## SUMMARY

### Effective November 4, 2021

- Extends a general moratorium on the issuance of new, and geographic transfer of existing, fireworks manufacturer or wholesaler licenses from December 31, 2021, to December 31, 2022.
- Establishes a one-time license application and issuance date, outside of the normal fireworks manufacturer and wholesaler licensing timeline, at the end of the new license moratorium.

### Effective February 7, 2022

- Establishes the Ohio Fire Code Rule Recommendation Committee to review the Fireworks Law and make recommendations to the State Fire Marshal.
- Requires the State Fire Marshal to adopt rules regulating the time, manner, and location of consumer fireworks use.
- Imposes a 4% fee on the retail sale of consumer grade fireworks, beginning May 18, 2022.
- Credits revenue from the new fee to fund firefighter training programs and the State Fire Marshal's administration of the Fireworks Law.
- Creates a new license allowing retailers to sell ground-based or hand-held sparklers called "fountain devices."
- Requires the State Fire Marshal to enforce the new provisions for fountain device retailers and to adopt related rules.

- Increases from 5,000 to 7,500 square feet the maximum floor area of a retail sales showroom, to which the public has access, that a licensed fireworks manufacturer or wholesaler uses to sell consumer grade fireworks, but requires expanded showrooms to be equipped with sprinkler systems meeting a specific standard.
- Establishes that the “state militia” for purposes of an existing exemption from the Fireworks Law is the state militia as recognized by the Adjutant General of Ohio.

## **Effective July 1, 2022**

- Allows individuals to possess consumer-grade fireworks in Ohio, eliminating a requirement that purchasers transport consumer-grade fireworks out of the state within 48 hours of purchase.
- Allows any person authorized to possess consumer grade fireworks to discharge them on their own property or on another person’s property with permission on the following days:
  - New Year’s Day;
  - Chinese New Year;
  - Cinco de Mayo;
  - Memorial Day weekend;
  - Juneteenth;
  - July 3, 4, and 5, and the Fridays, Saturdays, and Sundays preceding and following;
  - Labor Day weekend;
  - Diwali;
  - New Year’s Eve.
- Permits local governments to restrict the dates and times that individuals may discharge consumer-grade fireworks or to impose a complete ban on the use of consumer-grade fireworks.
- Requires licensed retailers, manufacturers, and wholesalers selling consumer grade fireworks to the general public to offer safety glasses at the point of sale, for free or a nominal charge.
- Requires licensed retailers, manufacturers, and wholesalers selling consumer grade fireworks to the general public to also provide purchasers with a safety pamphlet that contains, at a minimum, specified information.
- Prohibits discharging fireworks (1) while in possession of, or under the influence of, alcohol or a controlled substance, or (2) on the property of another without the property owner’s permission.
- Allows the State Fire Marshal to suspend a fireworks manufacturer or wholesaler license if the licensee has violated the Fireworks Law or the State Fire Marshal’s rules.

- Prohibits the State Fire Marshal from unreasonably withholding a variance that would allow hobbyists to manufacture, possess, and use individual display-grade and consumer-grade fireworks and requires cause for revocation of a hobbyist variance.
- Requires hobbyists seeking variances to demonstrate that they can engage in the hobby safely and legally, and limits hobbyists to possession of five pounds of raw materials and finished fireworks produced through the hobby.

## TABLE OF CONTENTS

|                                                                |    |
|----------------------------------------------------------------|----|
| Effective November 4, 2021, due to emergency clause .....      | 4  |
| Geographic transfer moratorium .....                           | 4  |
| Fireworks license moratorium and one-time license period ..... | 4  |
| Fire Code Rule Recommendation Committee .....                  | 5  |
| Rules for consumer-grade fireworks use .....                   | 6  |
| Consumer-grade fireworks fee.....                              | 6  |
| Fountain device retailer licenses.....                         | 7  |
| General licensing process .....                                | 7  |
| Special licensing circumstances.....                           | 8  |
| Licensed fountain device retailer operations.....              | 8  |
| Rules for fountain device retailers .....                      | 9  |
| Enforcement authority .....                                    | 10 |
| Showroom size .....                                            | 10 |
| Militia exemption .....                                        | 11 |
| Effective July 1, 2022 .....                                   | 11 |
| Consumer-grade fireworks.....                                  | 11 |
| Purchase and possession.....                                   | 11 |
| Use and regulation .....                                       | 11 |
| Display-grade fireworks .....                                  | 12 |
| New prohibitions.....                                          | 12 |
| Licensee discipline.....                                       | 13 |
| Exemptions to the Fireworks Law .....                          | 13 |
| Licensing variances .....                                      | 13 |

## DETAILED ANALYSIS

### Effective November 4, 2021, due to emergency clause

The act includes an emergency clause for provisions extending a moratorium on the issuance of new fireworks manufacturer and wholesaler licenses and the geographic transfer of existing licenses. Due to the emergency clause, those provisions took effect November 4, 2021.<sup>1</sup>

#### Geographic transfer moratorium

The act extends for one year the moratorium on the geographic transfer of fireworks manufacturer and wholesaler licenses, which was scheduled to expire on December 31, 2021. Under the act, this moratorium is set to expire on December 31, 2022.<sup>2</sup>

#### Fireworks license moratorium and one-time license period

The act also extends the general moratorium on the issuance of new fireworks manufacturer and wholesaler licenses for a particular plant or location. Under prior law, the moratorium applied to all persons except those who already possessed a license for that plant or location immediately prior to June 29, 2001, and would have expired on December 31, 2021. The act extends the moratorium until December 31, 2022, and allows renewal of licenses that were geographically transferred under exceptions to the transfer moratorium created by the 2021 Transportation Budget, [H.B. 74](#) of the 134<sup>th</sup> General Assembly.

To coincide with the planned end of the new-license moratorium, the act establishes a one-time license period for new fireworks manufacturers and wholesalers. Any person who does not hold a fireworks manufacturer license that will run through January 1, 2023, may submit an application for one by November 1, 2022. If the application meets the requirements for licensure, the State Fire Marshal must issue a license on January 1, 2023.

Licenses issued at the end of the moratorium will run through November 30, 2023. The issuance date and license period are a departure from continuing law's usual requirements, which only allow fireworks manufacturer and wholesaler licenses to be issued on the first day of December, with a one-year duration.

Under the act, after the moratorium expires, the State Fire Marshal may issue new fireworks manufacturer and wholesaler licenses, but those licenses must not be approved in a manner that unduly burdens the State Fire Marshal's ability to ensure public safety.<sup>3</sup>

<sup>1</sup> Sections 3 and 5.

<sup>2</sup> R.C. 3743.75(A)(2).

<sup>3</sup> R.C. 3743.021, 3743.041, 3743.151, 3743.171, and 3743.75(A), (D), and (E).

## Effective February 7, 2022

Several of the act's provisions take effect on February 7, 2022.<sup>4</sup> Those provisions are discussed in this section.

### Fire Code Rule Recommendation Committee

The act creates the Ohio Fire Code Rule Recommendation Committee to review the Fireworks Law and make recommendations to the State Fire Marshal. At a minimum, the Committee must make recommendations relating to:

- Fireworks wholesaler and manufacturer licensing and operations;
- Consumer-grade fireworks purchases;
- The moratorium on licenses described above;
- Building code requirements for 1.3G display-grade fireworks manufacturing facilities; and
- A licensing program for fireworks wholesalers and manufacturers.

The Committee must meet periodically, with a first meeting by February 17, 2022. It must submit its report and recommendations to the State Fire Marshal by May 18, 2022.

The Committee is to be made up of the following individuals:

1. The State Fire Marshal, or the State Fire Marshal's designee;
2. Four local fire chiefs appointed by the Ohio Fire Chiefs' Association, or appointed by the Association's designee;
3. A local police chief appointed by the Attorney General, or the Attorney General's designee;
4. Five members of the Ohio State Pyrotechnics Association, appointed by the president of the Association, one of whom must be a licensed wholesaler, one of whom must be a licensed exhibitor, and one of whom must be a licensed manufacturer;
5. One member of Prevent Blindness Ohio, or the organization's designee;
6. One member of the Ohio Optometric Association or the association's designee;
7. One member of the Ohio Pyrotechnic Arts Guild or the guild's designee;
8. One representative of the Ohio Chapter of the American Academy of Pediatrics, appointed by the chapter president;
9. One member of the Ohio Council of Retail Merchants or the council's designee.<sup>5</sup>

<sup>4</sup> Sections 3 and 5.

<sup>5</sup> R.C. 3743.67.



## Rules for consumer-grade fireworks use

The act requires the State Fire Marshal to adopt rules regulating the time, manner, and location of consumer grade fireworks use (see “**Consumer grade fireworks**,” below). The rules must permit adults to safely and responsibly use consumer grade fireworks on private property with the owner’s consent, and are not to be construed as a de facto ban on that use. The rules may, however, include provisions requiring that all fireworks be used in accordance with manufacturer’s instructions and provisions for the following:

- The use of aerial fireworks;
- Separation distances between fireworks discharges, ignitions, or explosions and adjacent structures, railroads, roadways, airports, publicly owned or controlled places, and places where hazardous materials are manufactured, used, or stored;
- Fireworks use on common areas of multi-tenant properties;
- The suspension of fireworks discharges, ignitions, or explosions during times of drought or similar conditions;
- The proximity of fireworks discharges, ignitions, or explosions to children; and
- Any other similar matters.

The State Fire Marshal must file those rules with the Joint Committee on Agency Rule Review by August 8, 2022. If filed on that date, the earliest possible effective date for the rules would be October 23, 2022, though the State Fire Marshal may file the rules before August 8, 2022 (but not before February 7, 2022) for the rules to take effect earlier.<sup>6</sup>

## Consumer-grade fireworks fee

To provide revenue for training programs and regulation of the fireworks industry, the act imposes a fee on licensed sellers of consumer-grade fireworks. The fee is 4% of each licensed retailer’s, manufacturer’s, and wholesaler’s gross receipts from the retail sale of consumer-grade fireworks beginning May 18, 2022. The act excludes sales tax the retailer, manufacturer, or wholesaler collects on behalf of the state or local governments from “gross receipts.”

Licensed retailers (see “**Fountain device retailer licenses**,” below), manufacturers, and wholesalers may separately or proportionally bill the fee to others, but must themselves report and remit it to the State Fire Marshal annually, no later than October 23.

The fee’s proceeds are to be credited to the Fireworks Fee Receipts Fund, which the act creates. The State Fire Marshal must use  $\frac{7}{8}$  (87.5%) of the money in the fund for firefighter

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<sup>6</sup> R.C. 3743.451 and Section 3; R.C. 3743.54, not in the act; *Filing Date Calculator*, Joint Committee on Agency Rule Review, available at <https://www.jcarr.state.oh.us/filers/date-calculators>.

training programs. The remaining  $\frac{1}{8}$  must be used to pay the State Fire Marshal's expenses in administering the Fireworks Law.<sup>7</sup>

If the State Fire Marshal determines that a licensee has failed to timely report and remit the fee, the State Fire Marshal may either:

- Order the licensee to report and remit the fee within a specified timeframe; or
- Revoke or deny renewal of the license, which requires the licensee to immediately cease operations. It also prohibits licensed manufacturers and licensed wholesalers from applying for new licenses for two years.

The State Fire Marshal is also permitted to adopt rules necessary to administer and enforce the fee.<sup>8</sup>

### **Fountain device retailer licenses**

The act creates a new license for retailers who wish to sell what are called fountain devices. Under the act, a “**fountain device**” is defined as a specific type of 1.4G consumer grade firework that is all of the following:

- Nonaerial and nonreport producing;
- Recognized and manufactured in accordance with sections 3.1.1 and 3.5 of APA standard 87-1 (2001 edition);
- A ground-based or hand-held sparkler with one or more tubes containing a nonexplosive pyrotechnic mixture that produces a shower of sparks, with or without additional effects that may include a colored flame, audible crackling effect, audible whistle effect, or smoke; and
- Containing no more than 75 grams of the pyrotechnic mixture in any individual tube and no more than 500 total grams of the mixture total in the case of multiple tubes.<sup>9</sup>

### **General licensing process**

Generally, the act requires prospective fountain device retailers to apply to the State Fire Marshal by September 30 in any given year. An application must be submitted for each location at which the person wishes to sell fountain devices, and must include:

- A license fee, to be set by the State Fire Marshal at \$25 or less;
- An affidavit affirming that the applicant is in compliance with the National Fire Protection Association's standard “NFPA 1124, Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles (2006

<sup>7</sup> R.C. 3743.22(A) to (C).

<sup>8</sup> R.C. 3743.08, 3743.21, and 3743.22(D) and (E), conforming changes in R.C. 3743.57 and 5703.21.

<sup>9</sup> R.C. 3743.01(H) and Section 4.

Edition)” (NFPA 1124) or that they will be in compliance before engaging in the storage and sale of fountain devices; and

- Proof of insurance in an amount and type specified in rules by the State Fire Marshal.

The act requires the State Fire Marshal to review timely submitted applications and determine if they comply with its requirements. If an application is compliant, the State Fire Marshal must issue a license. Licenses are effective for one year, beginning December 1. The State Fire Marshal must send licensees a written notice of expiration by September 1, annually, and licensees must apply for renewal by October 1 of the year the license expires.<sup>10</sup>

### **Special licensing circumstances**

The act establishes two special licensing circumstances for fountain device retailers. The first is a one-time license that starts October 25, 2022. Any person wishing to be licensed as a retailer of fountain devices on that date must submit an application by August 16, 2022. If an application is received by the deadline, and if the State Fire Marshal determines that it meets the act’s licensing requirements, the State Fire Marshal must issue a license on October 25, 2022. Licenses issued that day will be effective through November 30, 2023.

The second special licensing circumstance for fountain device retailers applies to retailers that open for business after the annual application deadline in a given year. Those retailers may apply for a license any time between the date they open for business and the subsequent annual deadline. If an application is received under this provision between October 1 and November 30, and meets the act’s requirements for fountain device retailers, the State Fire Marshal must issue a license no earlier than December 1 and no later than two months after the application is received. If a compliant application is received at any other time pursuant to the provision, the State Fire Marshal must issue the license no later than two months after the application is received. These licenses are effective through the last day of the following November.<sup>11</sup>

### **Licensed fountain device retailer operations**

Licensed fountain device retailers are authorized to possess fountain devices and sell them at retail. Possession and storage of the devices, though, must comply with NFPA 1124 and several other requirements. Those are:

- Sales displays are limited to 300 square feet, total, with no display larger than 150 square feet, and all displays at least 25 feet from other highly flammable materials.
- Retailers may only possess and sell fountain devices as packaged merchandise with covered fuses.

<sup>10</sup> R.C. 3743.26(A) and (B).

<sup>11</sup> R.C. 3743.26(C) and (D).

- Fountain devices displayed for sale must be under visual supervision of an employee or other responsible party whenever the retailer is open to the public.
- The possession, storage, *and sale* of the devices must also comply with any rules adopted by the State Fire Marshal pursuant to the act (see “**Rules for fountain device retailers,**” below).
- Sales to minors are prohibited.
- Sales to individuals who are obviously drunk or under the influence of a drug of abuse are prohibited.
- All sales must be conducted from the licensed location and be made inside of a licensed building; sales from any structure or device outside of a licensed building, such as a tent or trailer, are prohibited.
- Retailers must prohibit smoking in the licensed location.
- Purchasers must be provided with the pamphlet and the opportunity to obtain safety glasses that the act requires for other consumer-grade fireworks sales. (See “**Safety glasses and pamphlets required,**” below.)<sup>12</sup>

### **Rules for fountain device retailers**

The act requires the State Fire Marshal to adopt rules for fountain device retailers under the Administrative Procedure Act. The rules must be designed to promote the safety and security of employees, the public, and the premises from which fountain devices are sold, be consistent with the Revised Code and NFPA 1124, and, at a minimum, address the following:

- With respect to buildings and other structures on a retailer’s premises:
  - Cleanliness and orderliness;
  - Heating, lighting, and use of stoves and flame-producing items;
  - The availability of fire extinguishers or other fire-fighting equipment and their use;
  - Emergency procedures.
- Storage of fountain devices; and
- Insurance.

The State Fire Marshal must file the rules with the Joint Committee on Agency Rule Review by August 8, 2022. If filed on that date, the earliest possible effective date for the rules

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<sup>12</sup> R.C. 3743.27 and 3743.99(G), with conforming change in R.C. 3743.45.

will be October 23, 2022, though the State Fire Marshal may file the rules before August 8, 2022 (but not before February 7, 2022).<sup>13</sup>

### **Enforcement authority**

The act grants the State Fire Marshal authority to inspect a fountain device retailer's premises, inventory, and retail sale records to ensure compliance with the Fireworks Law and the State Fire Marshal's rules. If an inspection reveals noncompliance, the State Fire Marshal has discretion to do one or more of the following:

- Order the retailer, in writing, to eliminate, correct, or otherwise remedy the issues by a certain date;
- Order the retailer, in writing, to immediately cease the storage and sale of fountain devices; and
- Revoke, or deny the renewal of a license pursuant to the Administrative Procedure Act. If a license is revoked, the State Fire Marshal must remove the retailer's name from the list of licensed retailers and must notify local law enforcement of a revocation or refusal to renew.<sup>14</sup>

### **Showroom size**

Under continuing law, a licensed manufacturer or wholesaler may sell consumer grade fireworks only from a representative sample showroom or a retail sales showroom. Under prior law, if a retail sales showroom was used (and first began to operate on or after June 30, 1997), the showroom structure to which the public had access for retail purposes was limited to 5,000 square feet. The act increases the limit to 7,500 square feet. The act also expands application of the size limit to fireworks showrooms that resume operations at any time after a one-year or greater period of inactive licensure status, even if they were in operation prior to June 30, 1997.

Showrooms that expand beyond 5,000 square feet, to which the public has access, pursuant to the act's increased limit, must be equipped with a sprinkler system meeting the standard for "extra hazard (group 2) occupancies" under "NFPA 13, Standard for the Installation of Sprinkler Systems (2019 Edition). Variances may be granted to the standard's requirement, however, if the State Fire Marshal finds that a proposed sprinkler system matches or exceeds the degree of safety provided by a compliant system.<sup>15</sup>

<sup>13</sup> R.C. 3743.28; *Filing Date Calculator*, Joint Committee on Agency Rule Review, available at <https://www.jcarr.state.oh.us/filers/date-calculators>.

<sup>14</sup> R.C. 3743.29.

<sup>15</sup> R.C. 3743.25(C)(2) and 3743.17.

## Militia exemption

Under continuing law, the U.S. military and the militia of Ohio are exempt from the Fireworks Law's provisions regarding the manufacture, transportation, storage, and possession of pyrotechnic devices. The act establishes the state militia covered by the exemption is the militia of the state that is recognized by the Adjutant General of Ohio.<sup>16</sup>

## Effective July 1, 2022

The remainder of the act's provisions take effect July 1, 2022.<sup>17</sup> Those provisions are discussed here.

## Consumer-grade fireworks

### Purchase and possession

Under continuing law, "1.4G fireworks" are consumer grade fireworks designated under division 1.4 of the U.S. Department of Transportation's regulations.<sup>18</sup> The act continues to allow individuals to possess consumer fireworks but eliminates, beginning July 1, 2022, the requirement that individuals transport consumer grade fireworks out of the state within 48 hours of their purchase.<sup>19</sup>

### Use and regulation

Beginning July 1, 2022, any person who is authorized to possess consumer grade fireworks under the act may set those fireworks off, either on the person's own property or on another person's property with permission, on specific days. Those days are:

- New Year's Day;
- Chinese New Year;
- Cinco de Mayo;
- Memorial Day weekend;
- Juneteenth;
- July 3, 4, and 5, and the Fridays, Saturdays, and Sundays preceding and following;
- Labor Day weekend;
- Diwali;
- New Year's Eve.

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<sup>16</sup> R.C. 3743.80.

<sup>17</sup> Section 3.

<sup>18</sup> R.C. 3743.01.

<sup>19</sup> R.C. 3743.44(A) and (B), 3743.45, and 3743.63.

Consumer grade fireworks set off in accordance with this authorization are not considered a “public exhibition” and are therefore not subject to additional state regulations for public exhibitions.<sup>20</sup> Consumer discharge is, however, subject to local regulation, as the act specifically permits a county (with respect to its unincorporated territory), township (with respect to its unincorporated territory), or municipal corporation to restrict the dates and times that a person may discharge consumer fireworks, or impose a complete ban. Additionally, the act’s consumer fireworks changes do not limit the enforcement of an ordinance, resolution, or statute that regulates noise, disturbance of the peace, or disorderly conduct.<sup>21</sup>

### **Safety glasses and pamphlets required**

Beginning July 1, 2022, any licensed retailer, licensed manufacturer, or licensed wholesaler selling consumer grade fireworks, other than to a licensed manufacturer, wholesaler, or exhibitor, must offer safety glasses for free at the point of sale, or make them available to the purchaser for a nominal charge. The retailer, manufacturer, or wholesaler must also provide purchasers with a safety pamphlet that contains certain minimum information detailed in the act.

A licensed retailer, manufacturer, or wholesaler who negligently fails to comply with the pamphlet or safety glasses requirement is guilty of a second degree misdemeanor.<sup>22</sup>

### **Display-grade fireworks**

Under continuing law, “1.3G fireworks” are display-grade fireworks designated under division 1.3 of the U.S. Department of Transportation’s regulations.<sup>23</sup> The act eliminates, beginning July 1, 2022, the requirement that a nonresident may possess display fireworks in Ohio only while directly transporting the fireworks out of Ohio, and that the nonresident do so within 48 hours of purchase. The act maintains, however, a criminal prohibition on a nonresident’s failure to transport display fireworks out of Ohio within 72 hours, a first degree misdemeanor.

The act also maintains requirements that individuals purchasing display-grade fireworks do so only from licensed fireworks manufacturers and wholesalers and that manufacturers and wholesalers only sell display fireworks to persons who have an appropriate license.<sup>24</sup>

### **New prohibitions**

The act prohibits, beginning July 1, 2022, any person from negligently using fireworks while in possession or control of, or under the influence of, any intoxicating liquor, beer, or

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<sup>20</sup> R.C. 3743.45(B) and (C), with conforming changes in R.C. 3743.04, 3743.17, 3743.63, and 3743.65, and R.C. 1.14, not in the act.

<sup>21</sup> R.C. 3743.45(D) and (E).

<sup>22</sup> R.C. 3743.27(B) and (C), 3743.47, 3743.60(K) and (L), 3743.61(K) and (L), and 3743.99(G).

<sup>23</sup> R.C. 3743.01.

<sup>24</sup> R.C. 3743.44, 3743.63(A) and (B), and 3743.99(C), conforming change in R.C. 3743.45(B).

controlled substance. A person who violates this prohibition is guilty of a first degree misdemeanor. The act also specifies that, regardless of any other law that specifies otherwise, a person may be convicted of both that violation and a disorderly conduct violation for the same underlying conduct.

Additionally, the act prohibits, beginning on the same date, any person from negligently discharging, igniting, or exploding fireworks on another person's property without that person's permission. A person who violates this prohibition is guilty of a minor misdemeanor.<sup>25</sup>

### **Licensee discipline**

Continuing law allows the State Fire Marshal to revoke, or deny renewal of, a fireworks manufacturer or fireworks wholesaler license if the licensee has violated the Fireworks Law or the State Fire Marshal's rules. The act adds provisions allowing suspension of a license, but leaves the State Fire Marshal's ability to revoke, or deny renewal of, a license in place.<sup>26</sup>

### **Exemptions to the Fireworks Law**

#### **Licensing variances**

Prior law allowed the State Fire Marshal to grant variances to the Fireworks Law's prohibitions against the possession and use of pyrotechnic compounds to a person who possesses those compounds for personal and noncommercial use as a hobby. The act amends the variance authority by defining "hobbyist activities," limiting the amount of materials a variance allows, adding requirements for variance applications, and limiting the State Fire Marshal's ability to deny and revoke variances.

The act defines "**hobbyist activities**" as the manufacture, possession, and use of individual items, each of which meets the definition of either a 1.3G display firework or 1.4G consumer firework. It also limits a variance holder to possession of five pounds, in total, of explosives, pyrotechnics, or similar raw materials for, and finished 1.3G and 1.4G fireworks manufactured during, hobbyist activities.

A person seeking a variance under the new provisions must do the following:

- Demonstrate that they have the experience, education, and training necessary to protect public safety when engaging in hobbyist activities;
- Demonstrate that they have a safe and legal way to acquire, store, and use explosives, pyrotechnics, and similar raw materials for the manufacture of fireworks; and
- Provide any other information or records the State Fire Marshal considers necessary to protect public safety during a person's hobbyist activities.

<sup>25</sup> R.C. 3743.65(G) and (H) and 3743.99(F) and (H).

<sup>26</sup> R.C. 3743.08, 3743.21, 3743.60, and 3743.61.



Finally, the act prohibits the State Fire Marshal from unreasonably withholding a variance. It also changes the State Fire Marshal's authority to revoke a variance, which is discretionary under prior law, by requiring cause for revocation.<sup>27</sup>

## HISTORY

| Action                                       | Date     |
|----------------------------------------------|----------|
| Introduced                                   | 03-03-21 |
| Reported, H. Commerce & Labor                | 04-22-21 |
| Passed House (73-24)                         | 05-06-21 |
| Reported, S. Veterans & Public Safety        | 10-27-21 |
| Passed Senate (26-5)                         | 10-27-21 |
| House concurred in Senate amendments (72-24) | 10-27-21 |

21-HB172-134/ks

<sup>27</sup> R.C. 3743.59(D).

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

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**DATE:** April 11, 2022**TO:** Public Service and Transportation Committee**RE:** Single-Use Plastics Restrictions. The City Attorney will address this work session as there are legal issues with this proposal that could result in litigation.

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Approval:

|                         |                        |               |
|-------------------------|------------------------|---------------|
| Completed<br>Joe Begeny | Skipped<br>Chris Shook | Stephen Cicak |
|-------------------------|------------------------|---------------|

**Work Session**

## An Ordinance to Establish Chapter 703 Single-Use Plastic Restrictions of the Codified Ordinances of the City of Reynoldsburg

### **Section 1.**

That Chapter 703 shall be established as follows:

### **CHAPTER 703 SINGLE-USE PLASTICS RESTRICTIONS**

#### **703.01 DEFINITIONS.**

As used in this chapter, except where the content clearly indicates a different meaning:

- (a) “Commercial Product in Quantity” means a quantity of 10 (ten) or more items marketed for retail sale.
- (b) “Compostable” products are defined as a product that has been certified as 100% compostable consistent with the timeline and specifications of the American Society of Testing and Materials (ASTM) Standard D6400 or the Biodegradable Products Institute (BPI) or equivalent, and is clearly marked as “compostable”.
- (c) “Customer” means any Person obtaining goods from a Store.
- (d) “Public Eating Establishment” means a restaurant, take-out food establishment or other business (including, but not limited to, food sales from vehicles or mobile vendors open to the public) that receives 90% or more of its revenue from the sale of prepared and ready-to-consume foods and/or drinks to the public.
- (e) “Recyclable” means any substance or object that is accepted for recycling by the City’s curbside recycling program, or that can reasonably be recycled at publicly available drop-off points within Franklin County at no cost to the individual.
- (f) “Recycled Content Paper Bag” means a paper bag provided by a Store to a Customer at the check stand, cash register, point of sale, or other location for the purpose of transporting food or merchandise out of the Store and that contains no old growth fiber and a minimum of forty percent (40%) postconsumer recycled material; is one hundred percent (100%) recyclable; and has printed in a highly visible manner on the outside of the bag the words “Recyclable,” the name and location of the manufacturer, and the percentage of post-consumer recycled content.
- (g) “Reusable Bag” means a bag with handles that is specifically designed and manufactured for multiple reuse and is (1) made of cloth or other machine washable fabric.

- (h) "Single-Use, Plastic Carryout Bag" means any bag that is made predominately of non-compostable plastic derived from petroleum or bio-based sources, except that Single-Use, Plastic Carryout Bags do not include Produce, Meat, or Product Bags.
- (i) "Store" means any commercial establishment operating from a permanent enclosed structure that sells perishable or nonperishable goods including, but not limited to, clothing, food and personal items directly to a customer.
- (j) "Take Out Food Containers" means a food container designed for made-to-order food to be carried off premises.

### **703.03 CARRYOUT BAG RESTRICTIONS**

- (a) No Store shall provide a Single-Use, Plastic Carryout Bag to a Customer at the check stand, cash register, point of sale or other location for the purpose of transporting food or merchandise out of the Store as provided in this Section.
- (b) No Store may make available for sale a Recycled Content Paper Bag or Reusable Bag unless the amount of the sale of the Recycled Content Paper Bag and Reusable Bag is separately itemized on the sales receipt.
- (c) A Store or establishment is not responsible for the materials used by a party that may be renting a facility they own or operate.

### **703.05 PERMITTED BAGS**

- (a) Nothing in this Ordinance prohibits Customers from using bags of any type that they bring to the Store themselves or from carrying away goods that are not placed in a bag.
- (b) Nothing in this Ordinance prohibits or in any way restricts any Store from providing a Compostable Single-Use Carryout or Compostable Reusable Bag.

### **703.07 OTHER SINGLE USE PLASTICS RESTRICTIONS**

- (a) The City of Reynoldsburg shall prohibit the use, provision, and distribution of plastic beverage straws, plastic stirrers, plastic drink stoppers, or plastic cutlery at all City facilities and City-sponsored events.
- (b) Except as provided herein, no Store shall use, provide, or distribute plastic beverage straws, plastic stirrers, plastic drink stoppers, or plastic cutlery, with the exception of plastic straws, which may be provided to those with special needs upon request. Stores shall not be prohibited from selling any of these items packaged as a Commercial Product in Quantity for personal use.
- (c) No Educational Institution, or vendor serving on the premises of an Educational Institution, shall use, provide, distribute, or sell plastic beverage straws, plastic stirrers, plastic drink

stoppers, or plastic cutlery with the exception of plastic straws, which may be provided to those with special needs upon request.

- (d) Non-compostable or non-recyclable food containers or food container lids shall not be provided or distributed at City-sponsored events.
- (e) No Store shall provide or distribute non-Compostable or non-Recyclable Take Out Food Containers as part of a food purchase.

### **703.99 PENALTY**

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a minor misdemeanor and shall be fined not more than one hundred dollars (\$100.00). A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**


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**DATE:** April 11, 2022

**TO:** Public Service and Transportation Committee

**RE:** Accepted Unrecorded Easement, JMAX, LLC East Main Street

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Approval:

|                         |                          |               |
|-------------------------|--------------------------|---------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Stephen Cicak |
|-------------------------|--------------------------|---------------|

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Explanation of legislation and need:

Statement of necessity for Emergency passage: For the purpose of filing the recording as quickly as possible

**An Ordinance to Accept an Unrecorded Deed of Utility Easement (0.011 Acres) from JMAX, LLC, and Declaring an Emergency**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

Section 1. That the following unrecorded Deed of Easement (0.011 Acres) from JMAX, LLC, be and are hereby accepted:

See Exhibit "A" attached hereto and made a part hereof.

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for acceptance allowing construction; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that JMAX, LLC, an Ohio limited liability company (hereinafter referred to as “Grantor), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, “Grantee”, a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a Utility Easement in, over, under, across and through the following described real property for the purposes of constructing, installing, maintaining, inspecting, repairing, renewing, removing and replacing underground utilities (the “improvement”):

See Legal Description attached hereto as Exhibit “A” and incorporated herein.

Prior Instrument reference number: 200811120165197  
Recorder’s Office, Franklin County, Ohio

The Grantee is hereby given and granted the exclusive possession of the above described premises for the stated purposes and the Grantors, their heirs, administrators, successors, and assigns, covenant and agree that no building, structure, fence, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant and agree that in the event the terms of this paragraph are violated by the Grantors or any person in privity with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from Grantee or Grantee shall have the right to remove or otherwise eliminate such violations, and Grantors their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

See Legal Description attached hereto as Exhibit “A” and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, JMAX, LLC has caused this instrument to be executed and subscribed this 22 day of March, 2022.

Joh C Hall  
JMAX, LLC  
Printed Name: John C. Hall  
Title: OWNER

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS:

**BE IT REMEMBERED**, that on this 22 day of March, 2022, before me, the subscriber, a Notary Public in and for said county and state, personally came John C. Hall, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

 Melissa Marie Butler  
Notary Public, State of Ohio  
My Commission Expires 09-08-2026  
Melissa Marie Butler Notary Public

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney  
7232 East Main Street, Reynoldsburg, Ohio 43068



**UTILITY EASEMENT**  
**0.011 ACRE**

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, located in Half Section 7, Township 16, Range 20, Refugee Lands and being on, over and across Lot 17 of that subdivision titled "Reynoldsburg Town Plat", of record in Plat Book 3, Page 159 (destroyed by fire), conveyed to JMAX, LLC by deed of record in Instrument Number 200811120165197 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

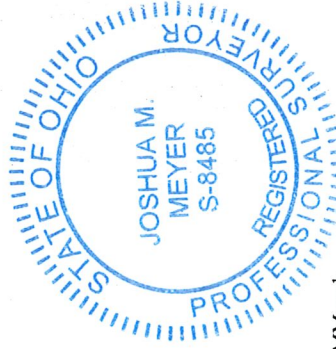
BEGINNING at the northeasterly corner of said Lot 17, at the intersection of the southerly right of way line of East Main Street (U.S. Route 40)(80 feet wide) and the easterly right-of-way line of Apple Alley (16.5 feet wide) as referenced in said P.B. 3. P. 159;

Thence North 88° 37' 04" East, with said southerly right-of-way line, a distance of 27.94 feet to a point on the arc of a curve;

Thence across said Lot 17, with the arc of a curve to the right having a central angle of 48° 57' 45", a radius of 25.00 feet, an arc length of 21.36 feet, a chord bearing of South 34° 08' 16" West and chord distance of 20.72 feet to a point of tangency;

Thence South 58° 37' 08" West, continuing across said Lot 17, a distance of 18.10 feet to a point in said easterly right-of-way line;

Thence North 01° 53' 11" West, with said easterly right-of-way line, a distance of 25.91 feet to the POINT OF BEGINNING, containing 0.011 acre, more or less.



EVANS, MECHWART, HAMBLETON AND TILTON, INC

Joshua M. Meyer  
Professional Surveyor No. 8485

1-21-2022

JMM:smh  
0\_011 ACRE 20200532-VS-ESMT-UTIL-03



**Clerk of Council****Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**


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**DATE:**           **April 11, 2022**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **2021 Nuisance Costs for Franklin County**

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Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

This legislation is to approve the City's ability to file a lien on a property to recoup the cost for work done by the City for grass mowing, trash removal, gutter work or tree trimming.

**AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY  
NUISANCE COSTS (2021) FOR COLLECTION BY THE FRANKLIN COUNTY  
AUDITOR**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Clerk of Council be and is hereby authorized to certify for collection by the Franklin County Auditor the nuisance costs for 2021 on the property described as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the amount to be certified for collection is \$15,045.00 as evidenced by Exhibit "A" attached.

**Clerk of Council****Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

2021 Official Franklin County Nuisance Records

| Invoice #   | Invoice Date | Inspection Date | Service Date | Service Type      | Grass Height Inches | Cubic Yards           | Site Address                       | Parcel #      | Owner Name                                                              | Address Owner                                                                                                        | County   | Total Due |
|-------------|--------------|-----------------|--------------|-------------------|---------------------|-----------------------|------------------------------------|---------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------|-----------|
| 002-21TR-FR | 4/22/2021    | 3/2/2021        | 3/23/2021    | TRASH             |                     | 3.5                   | 2281 AYERS DR                      | 060-006120-00 | KERMIT S/AKILAH R/HAIDEE B MONTAGUE                                     | PO BOX 145, PICKERINGTON, OH 43147                                                                                   | Franklin | \$ 245.00 |
| 004-21TR-FR | 4/22/2021    | 3/25/2021       | 4/7/2021     | TRASH             |                     | 2+/<br>ADD'L<br>LABOR | E LIVINGSTON AVE (VACANT LAND)     | 060-001269-00 | AUTO MIRACLE LLC                                                        | 2986 E LIVINGSTON AVE, COLUMBUS, OH 43209                                                                            | Franklin | \$ 530.00 |
| 005-21M-FR  | 4/26/2021    | 4/15/2021       | 4/23/2021    | MOWING            | 12                  |                       | 7770 E MAIN ST (FAMILY DOLLAR)     | 060-009250-00 | EXCHANGERIGHT NET LEASED PORTFOLIO 3 LLC                                | *RETURNED & RESENT TO ADDITIONAL ADDRESS IN WATER RECORDS*<br>FAMILY DOLLAR #7936, PO BOX 1261, MANDAN, ND 58554     | Franklin | \$ 388.75 |
| 007-21M-FR  | 5/12/2021    | 4/20/2021       | 4/28/2021    | MOWING            | 17                  |                       | 0054 SCENIC RD                     | 068-000015-00 | CHARLES M & COLEEN K CROSTON                                            | 54 SCENIC RD, BLACKLICK, OH 43004                                                                                    | Franklin | \$ 265.00 |
| 013-21M-FR  | 5/26/2021    | 5/7/2021        | 5/11/2021    | MOWING            | 17                  |                       | 7236 MARLAN AVE                    | 060-001652-00 | LINDA L JONES (DECEASED)                                                | *RETURNED & RESENT TO ADDRESS IN WATER RECORDS*<br>c/o WILLIAMS JONES 133 NORTH TERRACE AVE; APT C, NEWARK, OH 43055 | Franklin | \$ 186.25 |
| 015-21M-FR  | 5/26/2021    | 5/7/2021        | 5/17/2021    | MOWING            | 37                  |                       | 1618 RYGATE DR                     | 060-001347-00 | ANYTHONY W ROGERS/ANNE H DOUCETTE                                       | 1618 RYGATE DR, REYNOLDSBURG, OH 43068                                                                               | Franklin | \$ 236.25 |
| 016-21M-FR  | 5/26/2021    | 5/7/2021        | 5/17/2021    | MOWING            | 20                  |                       | 8089 JONSON DR                     | 060-003626-00 | CMR INVESTING LLC                                                       | 2100 S STATE ROUTE 605, SUNBURY, OH 43074-9675                                                                       | Franklin | \$ 230.00 |
| 017-21M-FR  | 5/26/2021    | 5/7/2021        | 5/17/2021    | MOWING            | 24                  |                       | 1170 FLETCHER DR                   | 060-003509-00 | ISAAC S BRIDGEFORTH JR                                                  | 1170 FLETCHER DR, REYNOLDSBURG, OH 43068                                                                             | Franklin | \$ 317.50 |
| 018-21M-FR  | 5/26/2021    | 5/14/2021       | 5/20/2021    | MOWING            | 18                  |                       | 0054 SCENIC RD                     | 068-000015-00 | CHARLES M & COLEEN K CROSTON                                            | *RETURNED-NFA*<br>54 SCENIC RD, BLACKLICK, OH 43004                                                                  | Franklin | \$ 197.50 |
| 023-21M-FR  | 5/26/2021    | 5/17/2021       | 5/19/2021    | MOWING            | 23                  |                       | 7770 E MAIN ST (FAMILY DOLLAR)     | 060-009250-00 | EXCHANGERIGHT NET LEASED PORTFOLIO 3 LLC                                | *RETURNED & RESENT TO ADDITIONAL ADDRESS IN WATER RECORDS*<br>FAMILY DOLLAR #7936, PO BOX 1261, MANDAN, ND 58554     | Franklin | \$ 265.00 |
| 024-21M-FR  | 6/15/2021    | 5/12/2021       | 5/26/2021    | MOWING            | 32                  |                       | BIRCHVIEW DR N (VACANT LOT)        | 060-004618-00 | LUIS ALCAUTER                                                           | 3158 JETSTREAM DR, COLUMBUS, OH 43231                                                                                | Franklin | \$ 220.00 |
| 025-21M-FR  | 6/15/2021    | 5/24/2021       | 5/25/2021    | MOWING            | 13                  |                       | 0196 KINGSMEADOW LN                | 068-000072-00 | MARK P HAYWARD/MARY T HAYWARD                                           | *RETURNED-NFA*<br>196 KINGSMEADOW LN, BLACKLICK, OH 43004                                                            | Franklin | \$ 175.00 |
| 028-21TR-FR | 6/17/2021    | 5/24/2021       | 5/28/2021    | TRASH             |                     | 3                     | 7160 LAURETTA CT                   | 060-006857-00 | ROBIN B TAYLOR                                                          | 7160 LAURETTA CT, REYNOLDSBURG, OH 43068                                                                             | Franklin | \$ 245.00 |
| 029-21M-FR  | 6/17/2021    | 6/4/2021        | 6/5/2021     | MOWING            | 13                  |                       | 0054 SCENIC RD                     | 068-000015-00 | CHARLES M & COLEEN K CROSTON                                            | *RETURNED & RESENT TO ADDRESS IN WATER RECORDS*<br>1035 ATCHESON ST; APT 218, COLUMBUS, OH 43203                     | Franklin | \$ 197.50 |
| 030-21M-FR  | 6/17/2021    | 6/2/2021        | 6/7/2021     | MOWING            | 20                  |                       | 6412 BIRCHVIEW DR S                | 060-005691-00 | JENNIE & CHRISTOPHER BROOKS THOME                                       | 1149 PINROD WAY, FOLSOM, CA 95630                                                                                    | Franklin | \$ 175.00 |
| 032-21M-FR  | 6/17/2021    | 6/1/2021        | 6/4/2021     | MOWING            | 25                  |                       | 7577 BURKEY                        | 060-000417-00 | BRED HOMES LLC                                                          | PO BOX 1264, HILLIARD, OH 43026                                                                                      | Franklin | \$ 220.00 |
| 033-21M-FR  | 6/17/2021    | 6/1/2021        | 6/4/2021     | MOWING            | 14                  |                       | 6790 TANYA TERRACE                 | 060-004682-00 | MARSHA L KIRK                                                           | 6790 TANYA TERRACE, REYNOLDSBURG, OH 43068                                                                           | Franklin | \$ 197.50 |
| 034-21TR-FR | 6/17/2021    | 6/1/2021        | 6/2/2021     | TRASH             |                     | 7                     | 7351 SMITHFIELD AVE                | 060-001712-00 | RICHARD CAMPANA/RICHARD D CAMPANA                                       | 7756 PEMBROOK RD, REYNOLDSBURG, OH 43068                                                                             | Franklin | \$ 405.00 |
| 036-21M-FR  | 6/17/2021    | 5/27/2021       | 6/4/2021     | MOWING            | 17                  |                       | 6770 TANYA TERRACE                 | 060-004684-00 | MARSHA L KIRK                                                           | 6770 TANYA TERRACE, REYNOLDSBURG, OH 43068                                                                           | Franklin | \$ 208.75 |
| 037-21TR-FR | 6/17/2021    | 5/27/2021       | 6/2/2021     | TRASH             |                     | 5                     | 0453 JONELL LN                     | 060-006834-00 | RH PARTNERS OWNERCO LLC                                                 | 5001 PLAZA ON THE LAKE; SUITE 200, AUSTIN, TX 78746                                                                  | Franklin | \$ 325.00 |
| 038-21M-FR  | 7/9/2021     | 6/8/2021        | 6/10/2021    | MOWING            | 21                  |                       | 7770 E MAIN ST                     | 060-009250-00 | EXCHANGERIGHT NET LEASED PORTFOLIO 3 LLC                                | *RETURNED & RESENT TO ADDITIONAL ADDRESS IN WATER RECORDS*<br>FAMILY DOLLAR #7936, PO BOX 1261, MANDAN, ND 58554     | Franklin | \$ 220.00 |
| 042-21M-FR  | 7/9/2021     | 6/15/2021       | 6/16/2021    | MOWING            | 13                  |                       | 6413 BIRCHVIEW DR S                | 060-005843-00 | C A PROPERTIES ENTERPRISES LLC                                          | 6413 BIRCHVIEW DR S, REYNOLDSBURG, OH 43068                                                                          | Franklin | \$ 175.00 |
| 044-21M-FR  | 7/9/2021     | 6/15/2021       | 6/16/2021    | MOWING            | 24                  |                       | 1170 FLETCHER DR (FRONT YARD ONLY) | 060-003509-00 | ISAAC S BRIDGEFORTH JR                                                  | 1170 FLETCHER DR, REYNOLDSBURG, OH 43068                                                                             | Franklin | \$ 187.50 |
| 046-21TT-FR | 7/9/2021     | 6/8/2021        | 6/17/2021    | TREE/TRIM         |                     | 3                     | 1677 FOXCHASE RD                   | 060-002885-00 | SP-I MIAMI PROPERTIES LLC                                               | *RETURNED & RESENT TO ADDRESS ON TREASURER WEBSITE*<br>4145 POWELL RD, POWELL, OH 43065-8066                         | Franklin | \$ 175.00 |
| 049-21M-FR  | 7/15/2021    | 6/15/2021       | 6/22/2021    | MOWING            | 14                  |                       | 6343 BIRCHVIEW DR S                | 060-005857-00 | JENNIE & CHRISTOPHER BROOKS THOME                                       | 1149 PINROD WAY, FOLSOM, CA 95630                                                                                    | Franklin | \$ 175.00 |
| 053-21M-FR  | 7/15/2021    | 6/14/2021       | 6/24/2021    | MOWING            | 17                  |                       | 7236 MARLAN AVE                    | 060-001652-00 | LINDA L JONES (DECEASED)                                                | *RETURNED & RESENT TO ADDRESS IN WATER RECORDS*<br>c/o WILLIAMS JONES 133 NORTH TERRACE AVE; APT C, NEWARK, OH 43055 | Franklin | \$ 175.00 |
| 059-21M-FR  | 8/3/2021     | 6/30/2021       | 7/2/2021     | MOWING            | 16                  |                       | 2281 AYERS DR                      | 060-006120-00 | KERMIT S/AKILAH R/HAIDEE B MONTAGUE                                     | PO BOX 145, PICKERINGTON, OH 43147                                                                                   | Franklin | \$ 175.00 |
| 064-21TT-FR | 8/3/2021     | 7/1/2021        | 7/8/2021     | TREE/TRIM & WEEDS |                     | 3                     | 7467 E MAIN ST                     | 060-000216-00 | SALITE MEHERET MARIYAM KIDUS URAEL ETHIOPIA ORTHODOX TEWAHDO CHURCH INC | *RETURNED & RESENT TO ADDRESS IN WATER RECORDS*<br>7457 E MAIN ST, REYNOLDSBURG, OH 43068                            | Franklin | \$ 200.00 |
| 066-21TR-FR | 8/24/2021    | 7/20/2021       | 7/22/2021    | TRASH             |                     | 2.5                   | 2480 BRICE RD                      | 060-004144-00 | HD DEVELOPMENT OF MARYLAND INC                                          | 2480 BRICE RD, REYNOLDSBURG, OH 43068                                                                                | Franklin | \$ 230.00 |
| 067-21TR-FR | 8/24/2021    | 7/20/2021       | 7/30/2021    | TRASH             |                     | 6                     | 1161 WOODWIND DR                   | 060-005183-00 | BRICEWOOD LLC                                                           | 1122 CAMBRIDGE BLVD, COLUMBUS, OH 43212                                                                              | Franklin | \$ 350.00 |
| 068-21M-FR  | 8/26/2021    | 7/26/2021       | 8/5/2021     | MOWING            | 40                  |                       | 7152 FEATHER CT                    | 060-006938-00 | GIACOMO GIORGI TR                                                       | 5526 TOWNSHIP RD 150, NEW LEXINGTON, OH 43764                                                                        | Franklin | \$ 197.50 |

Attachment: 2021 Nuisance Costs Franklin County Exhibit (Nuisance Costs for Franklin County 2021)



|                |            |            |                      |                  |          |   |                                       |               |                                                                                            |                                                                                                                      |          |              |
|----------------|------------|------------|----------------------|------------------|----------|---|---------------------------------------|---------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------|--------------|
| 071-21M-FR     | 8/26/2021  | 7/27/2021  | 7/30/2021            | MOWING           | 17       |   | 6413 BIRCHVIEW DR S                   | 060-005843-00 | C A PROPERTIES ENTERPRISES LLC                                                             | 6413 BIRCHVIEW DR S, REYNOLDSBURG, OH 43068                                                                          | Franklin | \$ 175.00    |
| 072-21M-FR     | 8/26/2021  | 7/27/2021  | 7/30/2021            | MOWING           | 16       |   | 6412 BIRCHVIEW DR S                   | 060-005691-00 | JENNIE & CHRISTOPHER BROOKS THOME                                                          | 1149 PENROD WAY, FOLSOM, CA 95630                                                                                    | Franklin | \$ 175.00    |
| 073-21TT-FR    | 8/27/2021  | 7/21/2021  | 8/6/2021             | TREE/TRIM        |          | 1 | 1920 BRICETON DR                      | 060-006793-00 | PATRICK H WEST SU TR                                                                       | PO BOX 435, BLACKLICK, OH 43004                                                                                      | Franklin | \$ 175.00    |
| 074-21M-FR     | 8/27/2021  | 7/23/2021  | 8/6/2021             | MOWING           | 18       |   | 6336 BIRCHVIEW DR S                   | 060-005830-00 | HQ PROPERTIES LLC                                                                          | *RETURNED & RESENT TO ADDRESS IN WATER RECORDS*<br>6700 SCHROCK CT, COLUMBUS, OH 43229                               | Franklin | \$ 175.00    |
| 075-21M-FR     | 8/27/2021  | 7/23/2021  | 8/6/2021             | MOWING           | 16       |   | 6343 BIRCHVIEW DR S                   | 060-005857-00 | JENNIE & CHRISTOPHER BROOKS THOME                                                          | 1149 PINROD WAY, FOLSOM, CA 95630                                                                                    | Franklin | \$ 186.25    |
| 078-21M-FR     | 9/24/2021  | 8/23/2021  | 8/27/2021            | MOWING           | 13       |   | 0196 KINGSMEADOW LN                   | 068-000072-00 | MARK P HAYWARD/MARY T HAYWARD                                                              | *RETURNED-NFA*<br>196 KINGSMEADOW LN, BLACKLICK, OH 43004                                                            | Franklin | \$ 175.00    |
| 080-21M-FR     | 9/24/2021  | 8/25/2021  | 8/30/21 &<br>9/2/21  | MOWING           | 14       |   | 7236 MARLAN AVE                       | 060-001652-00 | LINDA L JONES (DECEASED)                                                                   | *RETURNED & RESENT TO ADDRESS IN WATER RECORDS*<br>c/o WILLIAMS JONES 133 NORTH TERRACE AVE; APT C, NEWARK, OH 43055 | Franklin | \$ 197.50    |
| 085-21M-FR     | 9/28/2021  | 8/24/2021  | 8/27/2021            | MOWING           | 19       |   | 1170 FLETCHER DR (FRONT<br>YARD ONLY) | 060-003509-00 | ISAAC S BRIDGEFORTH JR                                                                     | 1170 FLETCHER DR, REYNOLDSBURG, OH 43068                                                                             | Franklin | \$ 175.00    |
| 086-21M-FR     | 9/28/2021  | 8/10/2021  | 8/18/2021            | MOWING           | 28       |   | 6743 WANAMAKER DR                     | 060-003154-00 | MIGUEL THOMAS MCNAMARA/THOMAS N WHITTIER                                                   | 6743 WANAMAKER DR, REYNOLDSBURG, OH 43068                                                                            | Franklin | \$ 175.00    |
| 087-21TT-FR    | 9/28/2021  | 8/18/2021  | 8/27/2021            | TREE/TRIM        |          | 1 | 7930 OAK VALLEY RD                    | 060-008116-00 | SOW MAMADOU                                                                                | 7930 OAK VALLEY RD, REYNOLDSBURG, OH 43068                                                                           | Franklin | \$ 175.00    |
| 094-21M-FR     | 9/28/2021  | 8/26/2021  | 9/2/2021             | MOWING           | 36       |   | 0 BRICE RD (VACANT LAND)              | 060-005659-00 | NIKKI L GEORGE TR                                                                          | PO BOX 1309, DELAWARE, OH 43015-8309                                                                                 | Franklin | \$ 310.00    |
| 101-21M-FR     | 10/20/2021 | 9/3/2021   | 9/23/2021            | MOWING           | 12       |   | 1302 CARLYLE CT                       | 060-003570-00 | JENNIFER A GRETZ                                                                           | 1302 CARLYLE CT, REYNOLDSBURG, OH 43068                                                                              | Franklin | \$ 202.50    |
| 102-21TR-FR    | 10/20/2021 | 9/14/2021  | 9/22/2021            | TRASH            |          | 4 | 1161 WOODWIND DR                      | 060-005183-00 | BRICEWOOD LLC                                                                              | 1122 CAMBRIDGE BLVD, COLUMBUS, OH 43212                                                                              | Franklin | \$ 385.00    |
| 103-21TR-FR    | 10/20/2021 | 9/20/2021  | 9/24/2021            | TRASH            |          | 4 | 0979 HILLRIDGE RD                     | 060-000876-00 | ALWAYS UP LLC                                                                              | 1208 NORTON AVE, COLUMBUS, OH 43212                                                                                  | Franklin | \$ 280.00    |
| 110-21M-FR     | 10/22/2021 | 9/29/2021  | 10/1/2021            | MOWING           | 13       |   | 7770 E MAIN ST                        | 060-009250-00 | EXCHANGERIGHT NET LEASED PORTFOLIO 3 LLC                                                   | *RETURNED & RESENT TO ADDITIONAL ADDRESS IN WATER RECORDS*<br>FAMILY DOLLAR #7936, PO BOX 1261, MANDAN, ND 58554     | Franklin | \$ 242.50    |
| 111-21M-FR     | 10/22/2021 | 9/20/2021  | 10/1/2021            | MOWING           | 18       |   | 0979 HILLRIDGE RD                     | 060-000876-00 | ALWAYS UP LLC                                                                              | 1208 NORTON AVE, COLUMBUS, OH 43212                                                                                  | Franklin | \$ 175.00    |
| 114-21M-FR     | 10/22/2021 | 9/14/2021  | 9/20/2021            | MOWING           | 13       |   | 6400 FIRETHORN AVE                    | 060-004265-00 | DOUGAL C BRAMMER                                                                           | 6400 FIRETHORN AVE, REYNOLDSBURG, OH 43068                                                                           | Franklin | \$ 186.25    |
| 117-21M-FR     | 11/2/2021  | 9/24/2021  | 10/8/2021            | MOWING           | 12       |   | 1391 CARLYLE DR                       | 060-003444-00 | MAPLEWOOD PROPERTIES INC                                                                   | PO BOX 329, ETNA, OH 43018                                                                                           | Franklin | \$ 197.50    |
| 118-21M-FR     | 11/2/2021  | 9/29/2021  | 10/8/2021            | MOWING           | 12       |   | 6504 LEXLEIGH CT                      | 060-004040-00 | MAPLEWOOD PROPERTIES INC                                                                   | PO BOX 329, ETNA, OH 43018                                                                                           | Franklin | \$ 175.00    |
| 119-21M-FR     | 11/2/2021  | 9/29/2021  | 10/8/2021            | MOWING           | 11       |   | 6326 RYGATE DR                        | 060-003869-00 | CHARLES E CHERRY                                                                           | 6326 RYGATE DR, REYNOLDSBURG, OH 43068                                                                               | Franklin | \$ 186.25    |
| 120-21M-FR     | 11/2/2021  | 10/5/2021  | 10/8/2021            | MOWING           | 12       |   | 0196 KINGSMEADOW LN                   | 068-000072-00 | MARK P HAYWARD/MARY T HAYWARD                                                              | *RETURNED-NFA*<br>196 KINGSMEADOW LN, BLACKLICK, OH 43004                                                            | Franklin | \$ 175.00    |
| 121-21M-FR     | 11/2/2021  | 10/5/2021  | 10/8/2021            | MOWING           | 11       |   | 0054 SCENIC RD                        | 068-000015-00 | CHARLES M & COLEEN K CROSTON                                                               | 54 SCENIC RD, BLACKLICK, OH 43004                                                                                    | Franklin | \$ 231.25    |
| 123-21M-FR     | 11/2/2021  | 9/29/2021  | 10/6/2021            | MOWING           | 17       |   | 6659 ROSETREE DR                      | 060-004207-00 | RS XII COLUMBUS OWNER 1 LP                                                                 | 717 N HARWOOD ST; SUITE 2800, DALLAS, TX 75201                                                                       | Franklin | \$ 220.00    |
| 131-21M-FR     | 11/16/2021 | 10/14/2021 | 10/22/2021           | MOWING           | 11       |   | 0408 JONELL LN                        | 060-006822-00 | MOHAMMED S & REQUOIA SHALASH                                                               | 6222 POLLARD DR, HILLIARD, OH 43026                                                                                  | Franklin | \$ 175.00    |
| 133-21M-FR     | 11/16/2021 | 10/20/2021 | 10/22/2021           | MOWING           | 11       |   | 0054 SCENIC RD                        | 068-000015-00 | CHARLES M & COLEEN K CROSTON                                                               | 54 SCENIC RD, BLACKLICK, OH 43004                                                                                    | Franklin | \$ 197.50    |
| 136-21M-FR     | 11/16/2021 | 10/14/2021 | 10/26/2021           | MOWING           | 12       |   | 1402 TERRY DR                         | 060-002042-00 | SHAUNA CRIM                                                                                | 1402 TERRY DR, REYNOLDSBURG, OH 43068                                                                                | Franklin | \$ 186.25    |
| 137-21M-FR     | 11/16/2021 | 10/14/2021 | 10/27/2021           | MOWING           | 12 to 24 |   | 0868 SANDROCK AVE                     | 060-008708-00 | CLARISSA CAMPBELL                                                                          | 868 SANDROCK AVE, REYNOLDSBURG, OH 43068                                                                             | Franklin | \$ 420.00    |
| 138-21M-FR     | 11/16/2021 | 10/19/2021 | 10/26/2021           | MOWING           | 14       |   | 6610 RUGOSA AVE                       | 060-005411-00 | DAVID M & LORI L COLEK                                                                     | 2328 ASHBURY CLOSE, POWELL, OH 43065                                                                                 | Franklin | \$ 215.00    |
| 139-21M-FR     | 11/16/2021 | 10/18/2021 | 10/26/2021           | MOWING           | 11       |   | 1170 FLETCHER DR (FRONT<br>YARD ONLY) | 060-003509-00 | ISAAC S BRIDGEFORTH JR                                                                     | 1170 FLETCHER DR, REYNOLDSBURG, OH 43068                                                                             | Franklin | \$ 175.00    |
| 144-21M-FR     | 11/17/2021 | 10/25/2021 | 11/2/2021            | MOWING           | 12       |   | 6370 BIRCHVIEW DR S                   | 060-005696-00 | RS XII COLUMBUS OWNER 1 LP                                                                 | 717 N HARWOOD ST; SUITE 2800, DALLAS, TX 75201                                                                       | Franklin | \$ 175.00    |
| 145-21M-FR     | 11/17/2021 | 11/4/2021  | 11/11/2021           | MOWING           | 11       |   | 0590 GILMORE DR                       | 060-001631-00 | BRENDA SUE HADLER                                                                          | 590 GILMORE DR, REYNOLDSBURG, OH 43068                                                                               | Franklin | \$ 175.00    |
| 147-21TR-FR    | 11/17/2021 | 11/2/2021  | 11/3/2021            | TRASH            |          | 4 | 6770 TANYA TERRACE                    | 060-004684-00 | MARSHA L KIRK                                                                              | *RETURNED & RESENT TO ADDRESS IN WATER RECORDS* 6790<br>TANYA TERRACE, REYNOLDSBURG, OH 43068                        | Franklin | \$ 280.00    |
| 148-21MTR-FR   | 11/17/2021 | 11/1/2021  | 11/3/21 &<br>11/4/21 | MOWING/<br>TRASH | 14       | 1 | 1156 HILLRIDGE RD                     | 060-000473-00 | HEINZ M PROEBSTL LE, RICHARD W PROEBSTL RMDR, HORST H PROEBSTL RMDR, HEINZ M PROEBSTL RMDR | 629 EASTMOOR BLVD, COLUMBUS, OH 43209                                                                                | Franklin | \$ 247.50    |
| 149-21M-FR     | 12/6/2021  | 11/3/2021  | 11/17/2021           | MOWING           | 10       |   | 1391 CARLYLE DR                       | 060-003444-00 | MAPLEWOOD PROPERTIES INC                                                                   | PO BOX 329, ETNA, OH 43018                                                                                           | Franklin | \$ 175.00    |
| Updated 4/6/22 |            |            |                      |                  |          |   |                                       |               |                                                                                            |                                                                                                                      |          | \$ 14,661.25 |

**Clerk of Council****Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**


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**DATE:**           **April 11, 2022**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **2021 Nuisance Costs for Licking County**

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Approval:

|                         |                          |                          |
|-------------------------|--------------------------|--------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Pending<br>Stephen Cicak |
|-------------------------|--------------------------|--------------------------|

This legislation is to approve the City's ability to file a lien against a property for expenses incurred by the City for grass mowing, trash removal, gutter work, or tree trimming.

**AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY  
NUISANCE COSTS (2021) FOR COLLECTION BY THE LICKING COUNTY  
AUDITOR**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Clerk of Council be and is hereby authorized to certify for collection by the Licking County Auditor the nuisance costs for 2021 on the property described as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the amount to be certified for collection is \$3,611.25 as evidenced by Exhibit "A" attached.

**Clerk of Council****Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.



2021 Official Licking County Nuisance Records

| Invoice #   | Invoice Date | Inspection Date | Service Date | Service Type | Grass Height Inches | Cubic Yards | Site Address                            | Parcel #          | Owner Name                                 | Billing Address                                     | County  | Total Due   |
|-------------|--------------|-----------------|--------------|--------------|---------------------|-------------|-----------------------------------------|-------------------|--------------------------------------------|-----------------------------------------------------|---------|-------------|
| 031-21TT-LK | 6/17/2021    | 6/1/2021        | 6/9/2021     | TREE/TRIM    |                     | 1           | 8367 FIRSTGATE DR                       | 013-027414-00.148 | KELLY L KITSMILLER                         | 8367 FIRSTGATE DR, REYNOLDSBURG, OH 43068           | Licking | \$ 175.00   |
| 035-21M-LK  | 6/17/2021    | 5/19/2021       | 6/4/2021     | MOWING       | 34                  |             | 1141 STARLIGHT DR                       | 013-030186-00.140 | DENISE E & EDWIN MCCREARY                  | 1141 STARLIGHT DR, REYNOLDSBURG, OH 43068           | Licking | \$ 261.25   |
| 052-21M-LK  | 7/15/2021    | 6/11/2021       | 6/24/2021    | MOWING       | 23                  |             | 8766 ORMISTON CIR (REAR YARD AREA ONLY) | 013-027294-00.052 | AMH 2015-1 BORROWER LLC, PROPERTY TAX DEPT | 23975 PARK SORRENTO; SUITE 300, CALABASAS, CA 91302 | Licking | \$ 175.00   |
| 060-21M-LK  | 8/3/2021     | 7/1/2021        | 7/9/2021     | MOWING       | 26                  |             | TAYLOR RD SW (VACANT LAND)              | 087-151182-00.000 | BROAD TAYLOR LLC/CHARLES WARNER            | 104 DELAPLANE CT, MORRISVILLE, NC 27560             | Licking | \$ 187.50   |
| 069-21TT-LK | 8/26/2021    | 7/19/2021       | 7/30/2021    | TREE/TRIM    | 1                   |             | 1977 DESTIN PL N                        | 013-027300-00.002 | AH4R OH 11 LLC/PROPERTY TAX DEPT           | 23975 PARK SORRENTO; SUITE 300, CALABASAS, CA 91302 | Licking | \$ 175.00   |
| 081-21M-LK  | 9/24/2021    | 9/2/2021        | 9/8/2021     | MOWING       | 17                  |             | 9010 TRINITY CIR                        | 013-027294-00.139 | RH PARTNERS OWNERCO LLC                    | 5001 PLAZA ON THE LAKE; SUITE 200, AUSTIN, TX 78746 | Licking | \$ 231.25   |
| 092-21M-LK  | 9/28/2021    | 8/26/2021       | 8/27/2021    | MOWING       | 15                  |             | TAYLOR RD SW (VACANT LAND)              | 087-151182-00.000 | BROAD TAYLOR LLC/CHARLES WARNER            | 104 DELAPLANE CT, MORRISVILLE, NC 27560             | Licking | \$ 175.00   |
| 095-21M-LK  | 9/28/2021    | 8/26/2021       | 8/30/2021    | MOWING       | 12                  |             | 8915 E BROAD ST                         | 087-151164-00.000 | REYNOLDSBURG GENERAL LLC/CHUCK WARNER      | 104 DELAPLANE CT, MORRISVILLE, NC 27560             | Licking | \$ 220.00   |
| 099-21M-LK  | 10/20/2021   | 9/9/2021        | 9/10/2021    | MOWING       | 14                  |             | 8460 E MAIN ST                          | 013-028908-00.002 | KROGER COMPANY PROPERTY TAX                | 1014 VINE ST; FL 7, CINCINNATI, OH 45202            | Licking | \$ 231.25   |
| 105-21TR-LK | 10/22/2021   | 9/24/2021       | 9/28/2021    | TRASH        |                     | 3           | 0742 BOUVIER CT                         | 013-030180-00.158 | STEPHANNIE INGRAM/JOEL TROTTER             | 742 BOUVIER CT, REYNOLDSBURG, OH 43068              | Licking | \$ 245.00   |
| 106-21M-LK  | 10/22/2021   | 9/27/2021       | 9/28/2021    | MOWING       | 14                  |             | 8460 E MAIN ST                          | 013-028908-00.002 | KROGER COMPANY PROPERTY TAX                | 1014 VINE ST; FL 7, CINCINNATI, OH 45202            | Licking | \$ 213.75   |
| 107-21M-LK  | 10/22/2021   | 9/27/2021       | 9/28/2021    | MOWING       | 12                  |             | 8467 E MAIN ST (CVS) (8465 E MAIN ST)   | 013-027474-00.000 | ALBERT C & LILLIAN DOLDER/1 DOLDER TRUST   | PO BOX 229 KIRKERSVILLE, OH 43033                   | Licking | \$ 242.50   |
| 108-21M-LK  | 10/22/2021   | 9/29/2021       | 10/1/2021    | MOWING       | 12                  |             | 0746 MORENO DR                          | 013-026628-00.287 | AINO OH LLC                                | 103 FOULK RD; SUITE 900, WILMINGTON, DE 19803       | Licking | \$ 175.00   |
| 109-21M-LK  | 10/22/2021   | 9/29/2021       | 10/1/2021    | MOWING       | 11                  |             | 9101 FIRSTGATE DR                       | 013-026628-00.118 | MAJESTIC KEY HOMES LLC                     | 641 PRESTON TRAILS DR, PICKERINGTOWN, OH 43147      | Licking | \$ 186.25   |
| 116-21M-LK  | 11/2/2021    | 9/29/2021       | 10/14/2021   | MOWING       | 15                  |             | 0946 DIANTHUS CT                        | 013-027588-00.183 | RS XII COLUMBUS OWNER 1 LP                 | 717 N HARWOOD ST; SUITE 2800, DALLAS, TX 75201      | Licking | \$ 322.50   |
| 126-21TR-LK | 11/8/2021    | 10/18/2021      | 10/19/2021   | TRASH        |                     | 1           | 8898 PATTERSON LOOP                     | 090-141180-00.299 | RYAN KATHET/MOUSAMI ADHIKARI               | 8898 PATTERSON LOOP, REYNOLDSBURG, OH 43068         | Licking | \$ 175.00   |
| 129-21M-LK  | 11/16/2021   | 10/19/2021      | 10/21/2021   | MOWING       | 16                  |             | 8915 E BROAD ST                         | 087-151164-00.000 | REYNOLDSBURG GENERAL LLC/CHUCK WARNER      | 104 DELAPLANE CT, MORRISVILLE, NC 27560             | Licking | \$ 220.00   |
|             |              |                 |              |              |                     |             |                                         |                   |                                            |                                                     |         | \$ 3,611.25 |

**Service Department****Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**


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**DATE:** April 11, 2022

**TO:** Public Service and Transportation Committee

**RE:** Certify Special Assessments for Sidewalk Repairs and Replacement Cost

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Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

**ORDINANCE TO CERTIFY SPECIAL ASSESSMENTS FOR SIDEWALK REPAIRS  
AND REPLACEMENT COST INCURRED BY THE CITY OF REYNOLDSBURG IN  
2021**

WHEREAS, various property owners (exhibit A) throughout the City were notified of necessary sidewalk repairs abutting their property and ordered to do so by the City in accordance with the City of Reynoldsburg Ordinance No. 54-2021; and

WHEREAS, said property owners did not perform the necessary repairs, or opted to have the City perform this work and assess their property taxes; and

WHEREAS, property owners shall be assessed (property tax bill) the real and full cost of said repair; and

WHEREAS, it was in the best interest of the public's health and safety for this work to be completed.

**Service Department****Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

NOW, THEREFORE, BE IT ORDAINED BY THE REYNOLDSBURG CITY COUNCIL,  
THAT:

SECTION 1. The assessment amounts reported, together with the description of said lot and parcel of land, are now on file with the Clerk of Council. Assessments are the actual cost to the City of Reynoldsburg for said services and are not in excess of the special benefits to said property and are not in excess of any statutory limitations.

SECTION 2. The total assessment against each lot or parcel of land shall be assessed to the property in two annual installments without interest.

SECTION 3. Assessment shall be certified by the Clerk of Council to the County Auditor, as provided by law, to be placed on the tax duplicate as a special assessment and collected as other taxes are collected.

SECTION 4. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor

## 2021 Sidewalk Program (Exhibit B)

| Owner (s)                     | Address                 | Parcel #          | County  | Assessment amount |
|-------------------------------|-------------------------|-------------------|---------|-------------------|
| Jonathon & Kori McKinney      | 1080 Bergenia Drive     | 013-027588-00.073 | Licking | \$365.00          |
| Patrick & Jennifer Webster    | 1125 Bergenia Drive     | 013-027588-00.338 | Licking | \$168.00          |
| Robert & Polley Martin        | 1153 Bergenia Drive     | 013-027588-00.324 | Licking | \$37.80           |
| Troy Meadows                  | 1157 Bergenia Drive     | 013-027588-00.323 | Licking | \$516.00          |
| Aaron & Sonja Flewellen       | 1161 Bergenia Drive     | 013-027588-00.322 | Licking | \$344.00          |
| Stephen & Jessica Looney      | 8828 Bergenia Court     | 013-027588-00.333 | Licking | \$361.50          |
| Sara S. Soutar, trustee       | 8777 Linick Drive       | 013-027588-00.319 | Licking | \$344.00          |
| AHM 2015-2 Borrower LP        | 8789 Linick Drive       | 013-027588-00.095 | Licking | \$336.00          |
| Vivek Bhandari                | 8475 Papillon Ave       | 013-030186-00.290 | Licking | \$210.00          |
| Luchu Acharya                 | 1110 Taylor Mills Drive | 013-027612-00.053 | Licking | \$252.00          |
| Wallace Tanksley              | 8250 Priestley Drive    | 013-030186-00.423 | Licking | \$210.00          |
| Dale & Carol Strapp           | 8281 Priestley Drive    | 013-030180-00.181 | Licking | \$193.50          |
| John & Jannet Smith           | 8467 Priestley Drive    | 013-030180-00.006 | Licking | \$42.00           |
| Richard & Vera Elsworth       | 8486 Priestley Drive    | 013-030180-00.323 | Licking | \$182.75          |
| Muhiba Yusuf                  | 8502 Priestley Drive    | 013-030186-00.325 | Licking | \$361.00          |
| Joyce Escobar                 | 8557 Priestley Drive    | 013-030186-00.282 | Licking | \$10.75           |
| Danyel Wilkes                 | 8558 Priestley Drive    | 013-030186-00.330 | Licking | \$231.00          |
| Kimberly Jenson               | 8581 Priestly Drive     | 013-030186-00.279 | Licking | \$344.00          |
| Yadu Baral                    | 8582 Priestly Drive     | 013-030186-00.333 | Licking | \$225.75          |
| Beyew Sisay and Nigist Addisu | 8609 Priestly Drive     | 013-030186-00.275 | Licking | \$10.75           |
| Reymond Kern                  | 1095 Taylor Mills Drive | 013-027612-00.034 | Licking | \$999.00          |
| Kinta & Tiffany Mitchell      | 1106 Taylor Mills Drive | 013-027612-00.059 | Licking | \$698.75          |
| Ravane Kurland                | 1088 Taylor Mills Drive | 013-027612-00.062 | Licking | \$688.00          |
| Robert Fitzpatrick            | 1098 Taylor Mills Drive | 013-027612-00.061 | Licking | \$344.00          |
| Justin & Crystal Wren         | 8270 Priestley Drive    | 013-030186-00.428 | Licking | \$201.60          |
| Mark & Veronica Stevenson     | 8483 Priestley Drive    | 013-030186-00.321 | Licking | \$1,134.00        |
| Bishnu & Dal Gazmer           | 8447 Priestley Drive    | 013-030180-00.011 | Licking | \$168.00          |

**2021 Sidewalk Program (Exhibit A)**

| <b>Owner (s)</b>           | <b>Address</b>       | <b>Parcel Number</b> | <b>County</b> | <b>Assessment Amount</b> |
|----------------------------|----------------------|----------------------|---------------|--------------------------|
| Jeanette Yanak             | 334 Fallriver Drive  | 06-008283            | Franklin      | \$966.00                 |
| Ross Scarbro               | 487 Fall river Drive | 06-006749            | Franklin      | \$344.00                 |
| Marcus & Christina Woodrum | 981 Hilton Drive     | 060-003789           | Franklin      | \$559.00                 |
| Nicholas & Steven Tanevski | 444 Fallriver Drive  | 060-007084           | Franklin      | \$294.00                 |

**Service Department****Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**


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**DATE:** April 11, 2022

**TO:** Public Service and Transportation Committee

**RE:** Establish an Annual Sidewalk Maintenance Program

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Approval:

|                         |                        |                            |
|-------------------------|------------------------|----------------------------|
| Completed<br>Joe Begeny | Pending<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|------------------------|----------------------------|

**AN ORDINANCE AUTHORIZING THE CITY ENGINEER/DIRECTOR OF PUBLIC SERVICE TO IMPLEMENT AN ANNUAL SIDEWALK INSPECTION, REPAIR AND MAINTENANCE PROGRAM (2022)**

WHEREAS, the City believes that sidewalks are necessary for the general welfare of the City and its residents to provide connectivity and a safe means of pedestrian travel; and

WHEREAS, Section 729.01 of the Ohio Revised Code (ORC) provides that a municipal corporation may require the construction and/or repair of sidewalks within the municipal corporation limits; and

WHEREAS, ORC Section 729.01 further provides that if the abutting landowners fails to construct and/or repair the sidewalks within the specific time frame established by the municipality, the municipality may cause the construction and/or repairs to be completed and the total cost of such to be assessed against the abutting lots or lands; and

WHEREAS, in accordance with Ohio Law, the City of Reynoldsburg Codified Ordinances also require that all owners of property abutting on streets of the City shall, upon notice being

## **Service Department**

**Bill Dorman**

**7232 E. Main Street**

**Reynoldsburg OH 43068**

**Phone**

given to them pursuant to ORC 729.02 by the Clerk of the legislative authority, construct or repair sidewalks in the street or streets on which the lot or lots abut in accordance with the specifications adopted by Council; and

WHEREAS, the City Engineer has prepared the plans, specifications, and cost estimates for the construction and repair of proper sidewalks for the properties described in "Exhibit A"; and

WHEREAS, the plans, specifications, and cost estimates have been submitted to and are on file with the Clerk of Council.

NOW, THEREFORE, BE IT ORDAINED BY THE REYNOLDSBURG CITY COUNCIL, THAT:

SECTION 1. It is necessary to construct and/or repair sidewalks in the City of Reynoldsburg in accordance with the plans, specifications, and cost estimates prepared by the City Engineer and on file in the office of the Clerk of Council (currently and for thirty days following the passage of this Ordinance) for all properties described in "Exhibit A" attached hereto and incorporated herein.

SECTION 2. The City will implement an annual Sidewalk Inspection, Repair, and Maintenance Program in conjunction with the City's annual Street Maintenance and Repair Program.

SECTION 3. The owners of all of the lots and lands bounding and abutting upon the area of the proposed Annual Sidewalk Inspection, Repair, and Maintenance Program shall construct and/or repair in accordance with the plans and specifications currently on file in the office of the Clerk of Council, the portions of such sidewalks abutting on their respective properties within a period of thirty (30) days after the service of notice of passage of this Ordinance; and, if such construction and/or repair is not completed within the thirty (30) day period, then Council shall have the same done and the entire cost thereof shall be assessed upon the property of each owner of abutting lots or lands and made a lien thereon, with penalty and interest, to be collected in the manner

**Service Department****Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

provided by law.

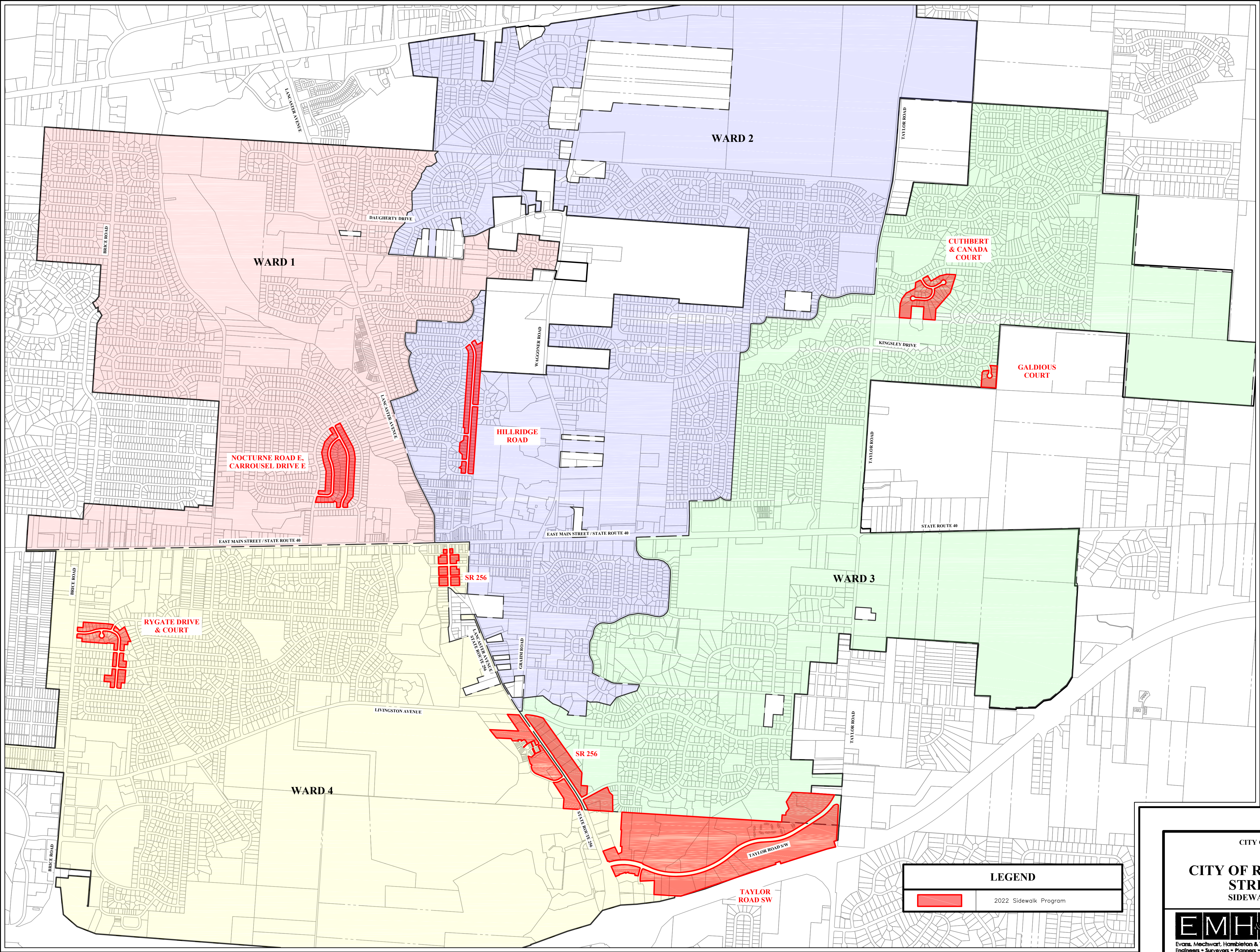
SECTION 4. The Clerk of this Council is directed to cause a written notice of the passage of this Ordinance to be served as required by law.

SECTION 5. The plans, specifications, and estimate of cost of said construction as heretofore filed are hereby approved.

SECTION 6. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor



I:\2021\1264\Drawings\Sheets\Street Exhibits\Street Program Overview Exhibit.dwg - Last Saved By: mvalke 3/23/2022 10:26 AM - Last Printed By: Mike Mitchell 3/23/2022 11:17 AM (No Xrefs)



**LEGEND**

 2022 Sidewalk Program

CITY OF REYNOLDSBURG, OHIO  
FOR  
**CITY OF REYNOLDSBURG 2022  
STREET PROGRAM**  
SIDEWALK OVERVIEW EXHIBIT

**EMHT**  
Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.3648  
emht.com

DATE: MARCH, 2022  
SCALE: 1" = 1000'  
JOB NO.: 20211264  
SHEET: 1 of 1



**2022 Reynoldsburg Sidewalk Program**  
**Property Summary**

| Address               | PID               | Estimated Assessment<br>Construction Cost (Resident) |
|-----------------------|-------------------|------------------------------------------------------|
| 2928 TAYLOR RD        | 440379315         | \$ 2,640.00                                          |
| 2783 TAYLOR RD        | 440379500         | \$ 3,360.00                                          |
| 2782 TAYLOR RD        | 440379501         | \$ 960.00                                            |
| 2386 TAYLOR SQUARE DR | 440379510         | \$ 720.00                                            |
| 2686 TAYLOR RD        | 440379514         | \$ 1,680.00                                          |
| 2793 TAYLOR RD        | 440379520         | \$ 2,880.00                                          |
| 2915 TAYLOR RD        | 440379541         | \$ 2,160.00                                          |
| 2883 TAYLOR RD        | 440379570         | \$ 1,680.00                                          |
| 2806 TAYLOR RD        | 440379580         | \$ 240.00                                            |
| 2826 TAYLOR RD        | 440379590         | \$ 240.00                                            |
| 2644 TAYLOR RD        | 450379320         | \$ 240.00                                            |
| 2405 TAYLOR RD        | 450379330         | \$ 1,200.00                                          |
| 2675 TAYLOR RD        | 450379340         | \$ 4,320.00                                          |
| 0 ARTISAN WAY         | 450379609         | \$ 9,360.00                                          |
| 0 BUSH BLVD           | 450382009         | \$ 4,080.00                                          |
| 10564 TAYLOR RD SW    | 1302758200        | \$ 2,400.00                                          |
| 2422 BANKS EDGE WAY   | 1302758200        | \$ 11,520.00                                         |
| 1116 BERGENIA DR      | 013-027588-00.284 | \$ 480.00                                            |
| 1481 LANCASTER AVE    | 060-000002        | \$ 240.00                                            |
| 1456 LANCASTER AVE    | 060-000006        | \$ 960.00                                            |
| 1459 LANCASTER AVE    | 060-000009        | \$ 240.00                                            |
| 1484 LANCASTER AVE    | 060-000058        | \$ 240.00                                            |
| 1432 LANCASTER AVE    | 060-000094        | \$ 240.00                                            |
| 1440 LANCASTER AVE    | 060-000131        | \$ 192.00                                            |
| 1489 LANCASTER AVE    | 060-000164        | \$ 480.00                                            |
| 1499 LANCASTER AVE    | 060-000177        | \$ 480.00                                            |
| 1437 LANCASTER AVE    | 060-000203        | \$ 240.00                                            |
| 1464 LANCASTER AVE    | 060-000206        | \$ 240.00                                            |
| 1427 LANCASTER AVE    | 060-000220        | \$ 480.00                                            |
| 1183 HILLRIDGE RD     | 060-000458        | \$ 240.00                                            |
| 7425 TOBIN AVE        | 060-000467        | \$ 240.00                                            |
| 1188 HILLRIDGE RD     | 060-000469        | \$ 720.00                                            |
| 1180 HILLRIDGE RD     | 060-000470        | \$ 240.00                                            |
| 1164 HILLRIDGE RD     | 060-000472        | \$ 240.00                                            |
| 1140 HILLRIDGE RD     | 060-000475        | \$ 720.00                                            |
| 1124 HILLRIDGE RD     | 060-000477        | \$ 240.00                                            |
| 1108 HILLRIDGE RD     | 060-000479        | \$ 240.00                                            |
| 1100 HILLRIDGE RD     | 060-000480        | \$ 240.00                                            |
| 1092 HILLRIDGE RD     | 060-000481        | \$ 240.00                                            |
| 1084 HILLRIDGE RD     | 060-000482        | \$ 240.00                                            |
| 7437 WOLLAM AVE       | 060-000520        | \$ 480.00                                            |
| 1107 HILLRIDGE RD     | 060-000521        | \$ 240.00                                            |
| 1139 HILLRIDGE RD     | 060-000525        | \$ 240.00                                            |
| 832 HILLRIDGE RD      | 060-000842        | \$ 720.00                                            |
| 852 HILLRIDGE RD      | 060-000843        | \$ 240.00                                            |
| 860 HILLRIDGE RD      | 060-000844        | \$ 240.00                                            |

Attachment: Cost Estimate (Exhibit B) 2022 (Establish an Annual Sidewalk Maintenance Program (2022))

|                     |            |    |          |
|---------------------|------------|----|----------|
| 866 HILLRIDGE RD    | 060-000845 | \$ | 240.00   |
| 874 HILLRIDGE RD    | 060-000846 | \$ | 240.00   |
| 882 HILLRIDGE RD    | 060-000847 | \$ | 240.00   |
| 890 HILLRIDGE RD    | 060-000848 | \$ | 240.00   |
| 898 HILLRIDGE RD    | 060-000849 | \$ | 240.00   |
| 906 HILLRIDGE RD    | 060-000850 | \$ | 280.00   |
| 916 HILLRIDGE RD    | 060-000851 | \$ | 720.00   |
| 924 HILLRIDGE RD    | 060-000852 | \$ | 240.00   |
| 930 HILLRIDGE RD    | 060-000853 | \$ | 480.00   |
| 948 HILLRIDGE RD    | 060-000855 | \$ | 480.00   |
| 982 HILLRIDGE RD    | 060-000859 | \$ | 240.00   |
| 7472 NORTHFIELD AVE | 060-000861 | \$ | 480.00   |
| 7469 NORTHFIELD AVE | 060-000862 | \$ | 240.00   |
| 1052 HILLRIDGE RD   | 060-000866 | \$ | 240.00   |
| 1047 HILLRIDGE RD   | 060-000868 | \$ | 800.00   |
| 1013 HILLRIDGE RD   | 060-000872 | \$ | 240.00   |
| 1005 HILLRIDGE RD   | 060-000873 | \$ | 720.00   |
| 995 HILLRIDGE RD    | 060-000874 | \$ | 240.00   |
| 963 HILLRIDGE RD    | 060-000878 | \$ | 240.00   |
| 945 HILLRIDGE RD    | 060-000880 | \$ | 240.00   |
| 937 HILLRIDGE RD    | 060-000881 | \$ | 480.00   |
| 919 HILLRIDGE RD    | 060-000883 | \$ | 240.00   |
| 903 HILLRIDGE RD    | 060-000885 | \$ | 240.00   |
| 859 HILLRIDGE RD    | 060-000890 | \$ | 480.00   |
| 7469 LEBANON AVE    | 060-000891 | \$ | 240.00   |
| 7064 ROUNDELAY RD S | 060-001435 | \$ | 240.00   |
| 1234 NOCTURNE RD E  | 060-001436 | \$ | 240.00   |
| 1228 NOCTURNE RD E  | 060-001437 | \$ | 240.00   |
| 1210 NOCTURNE RD E  | 060-001439 | \$ | 720.00   |
| 1202 NOCTURNE RD E  | 060-001440 | \$ | 96.00    |
| 1196 NOCTURNE RD E  | 060-001441 | \$ | 240.00   |
| 1156 NOCTURNE RD E  | 060-001446 | \$ | 240.00   |
| 1148 NOCTURNE RD E  | 060-001447 | \$ | 480.00   |
| 1138 NOCTURNE RD E  | 060-001448 | \$ | 480.00   |
| 1124 NOCTURNE RD E  | 060-001450 | \$ | 720.00   |
| 1104 NOCTURNE RD E  | 060-001452 | \$ | 480.00   |
| 1086 NOCTURNE RD E  | 060-001454 | \$ | 480.00   |
| 1078 NOCTURNE RD E  | 060-001455 | \$ | 1,920.00 |
| 1070 NOCTURNE RD E  | 060-001456 | \$ | 240.00   |
| 1064 NOCTURNE RD E  | 060-001457 | \$ | 240.00   |
| 1054 NOCTURNE RD E  | 060-001458 | \$ | 480.00   |
| 1048 NOCTURNE RD E  | 060-001459 | \$ | 1,920.00 |
| 1081 NOCTURNE RD E  | 060-001463 | \$ | 240.00   |
| 1091 NOCTURNE RD E  | 060-001464 | \$ | 1,200.00 |
| 1097 NOCTURNE RD E  | 060-001465 | \$ | 480.00   |
| 1117 NOCTURNE RD E  | 060-001467 | \$ | 240.00   |
| 1125 NOCTURNE RD E  | 060-001468 | \$ | 240.00   |
| 1135 NOCTURNE RD E  | 060-001469 | \$ | 240.00   |
| 1141 NOCTURNE RD E  | 060-001470 | \$ | 240.00   |
| 1165 NOCTURNE RD E  | 060-001473 | \$ | 560.00   |
| 1181 NOCTURNE RD E  | 060-001475 | \$ | 960.00   |
| 1191 NOCTURNE RD E  | 060-001476 | \$ | 480.00   |

|                                |            |    |          |
|--------------------------------|------------|----|----------|
| 1197 NOCTURNE RD E             | 060-001477 | \$ | 240.00   |
| 1207 NOCTURNE RD E             | 060-001478 | \$ | 240.00   |
| 1215 NOCTURNE RD E             | 060-001479 | \$ | 240.00   |
| 1214 CARROUSEL DR E            | 060-001486 | \$ | 240.00   |
| 1204 CARROUSEL DR E            | 060-001487 | \$ | 480.00   |
| 1154 CARROUSEL DR E            | 060-001493 | \$ | 336.00   |
| 1146 CARROUSEL DR E            | 060-001494 | \$ | 240.00   |
| 1138 CARROUSEL DR E            | 060-001495 | \$ | 240.00   |
| 1112 CARROUSEL DR E            | 060-001498 | \$ | 240.00   |
| 1096 CARROUSEL DR E            | 060-001500 | \$ | 240.00   |
| 1090 CARROUSEL DR E            | 060-001501 | \$ | 240.00   |
| 1084 CARROUSEL DR E            | 060-001502 | \$ | 480.00   |
| 1071 NOCTURNE RD E             | 060-001504 | \$ | 480.00   |
| 1053 CARROUSEL DR E            | 060-001506 | \$ | 480.00   |
| 1071 CARROUSEL DR E            | 060-001509 | \$ | 240.00   |
| 1129 CARROUSEL DR E            | 060-001516 | \$ | 240.00   |
| 1139 CARROUSEL DR E            | 060-001517 | \$ | 240.00   |
| 1155 CARROUSEL DR E            | 060-001519 | \$ | 480.00   |
| 1165 CARROUSEL DR E            | 060-001520 | \$ | 240.00   |
| 1173 CARROUSEL DR E            | 060-001521 | \$ | 96.00    |
| 1203 CARROUSEL DR E            | 060-001525 | \$ | 480.00   |
| 1035 NOCTURNE RD E             | 060-001545 | \$ | 240.00   |
| 1216 BRIARCLIFF RD             | 060-001755 | \$ | 240.00   |
| 1234 CARROUSEL DR E            | 060-001756 | \$ | 240.00   |
| 1230 CARROUSEL DR E            | 060-001758 | \$ | 240.00   |
| 1620 LUCKS RD                  | 060-002607 | \$ | 480.00   |
| 1612 LUCKS RD                  | 060-002608 | \$ | 480.00   |
| 1885 BALTIMORE-REYNOLDSBURG RD | 060-003834 | \$ | 1,200.00 |
| 1504 RYGATE DR                 | 060-003845 | \$ | 240.00   |
| 6380 RYGATE DR                 | 060-003846 | \$ | 768.00   |
| 6374 RYGATE DR N               | 060-003847 | \$ | 1,680.00 |
| 1505 RYGATE DR                 | 060-003849 | \$ | 240.00   |
| 6365 RYGATE DR N               | 060-003850 | \$ | 280.00   |
| 6355 RYGATE DR N               | 060-003851 | \$ | 280.00   |
| 6345 RYGATE DR N               | 060-003852 | \$ | 480.00   |
| 6339 RYGATE CT                 | 060-003853 | \$ | 384.00   |
| 6333 RYGATE CT                 | 060-003854 | \$ | 736.00   |
| 6329 RYGATE CT                 | 060-003855 | \$ | 240.00   |
| 6323 RYGATE DR N               | 060-003856 | \$ | 720.00   |
| 6313 RYGATE DR N               | 060-003857 | \$ | 144.00   |
| 6295 RYGATE DR N               | 060-003859 | \$ | 192.00   |
| 6285 RYGATE DR N               | 060-003860 | \$ | 864.00   |
| 1488 BRICE RD                  | 060-003862 | \$ | 1,080.00 |
| 1468 BRICE RD                  | 060-003863 | \$ | 1,280.00 |
| 6288 RYGATE DR N               | 060-003865 | \$ | 800.00   |
| 6300 RYGATE DR N               | 060-003866 | \$ | 720.00   |
| 6308 RYGATE DR N               | 060-003867 | \$ | 240.00   |
| 6318 RYGATE DR N               | 060-003868 | \$ | 480.00   |
| 6326 RYGATE DR N               | 060-003869 | \$ | 480.00   |
| 6334 RYGATE DR N               | 060-003870 | \$ | 240.00   |
| 6346 RYGATE DR N               | 060-003871 | \$ | 480.00   |
| 6361 LEXLEIGH RD               | 060-003872 | \$ | 240.00   |

|                                |                  |    |          |
|--------------------------------|------------------|----|----------|
| 1905 BALT-REYN RD              | 060-004109       | \$ | 192.00   |
| 1933 BALTIMORE-REYNOLDSBURG RD | 060-005564       | \$ | 960.00   |
| 7513 STONETRAIL WAY            | 060-006362       | \$ | 1,440.00 |
| 7512 STONETRAIL WAY            | 060-006401       | \$ | 240.00   |
| 2067 CREEKVIEW CT              | 060-006920       | \$ | 768.00   |
| 2087 BALTIMORE-REYNOLDSBURG RD | 060-006921       | \$ | 1,680.00 |
| 1912 BALTIMORE-REYNOLDSBURG RD | 060-007298       | \$ | 240.00   |
| 7369 E LIVINGSTON AVE          | 060-007776       | \$ | 2,580.00 |
| 7600 FARMSBURY DR              | 060-007820       | \$ | 144.00   |
| 1880 BALTIMORE-REYNOLDSBURG RD | 060-009167       | \$ | 720.00   |
| 1988 BALTIMORE-REYNOLDSBURG RD | 060-009169       | \$ | 768.00   |
| 2014 BALTIMORE-REYNOLDSBURG RD | 060-009176       | \$ | 384.00   |
| 1968 BALTIMORE-REYNOLDSBURG RD | 060-009177       | \$ | 240.00   |
| 2032 BALTIMORE-REYNOLDSBURG RD | 060-009178       | \$ | 864.00   |
| 2056 BALTIMORE-REYNOLDSBURG RD | 060-009179       | \$ | 864.00   |
| 7611 FARMSBURY DR              | 060-009463       | \$ | 960.00   |
| 900 CUTHBERT CT                | 130-27588-00.012 | \$ | 240.00   |
| 916 CUTHBERT CT                | 130-27588-00.013 | \$ | 944.00   |
| 926 CUTHBERT CT                | 130-27588-00.014 | \$ | 720.00   |
| 8765 CANADA CT                 | 130-27588-00.015 | \$ | 240.00   |
| 934 CUTHBERT CT                | 130-27588-00.016 | \$ | 688.00   |
| 938 CUTHBERT CT                | 130-27588-00.017 | \$ | 192.00   |
| 942 CUTHBERT CT                | 130-27588-00.018 | \$ | 480.00   |
| 947 CUTHBERT CT                | 130-27588-00.020 | \$ | 480.00   |
| 943 CUTHBERT CT                | 130-27588-00.021 | \$ | 192.00   |
| 939 CUTHBERT CT                | 130-27588-00.022 | \$ | 480.00   |
| 8779 CANADA CT                 | 130-27588-00.024 | \$ | 960.00   |
| 931 CUTHBERT CT                | 130-27588-00.025 | \$ | 192.00   |
| 8775 CANADA CT                 | 130-27588-00.026 | \$ | 1,440.00 |
| 8771 CANADA CT                 | 130-27588-00.027 | \$ | 720.00   |
| 8761 CANADA CT                 | 130-27588-00.028 | \$ | 240.00   |
| 8751 CANADA CT                 | 130-27588-00.029 | \$ | 1,920.00 |
| 8729 CANADA CT                 | 130-27588-00.031 | \$ | 480.00   |
| 8721 CANADA CT                 | 130-27588-00.032 | \$ | 720.00   |
| 8718 CANADA CT                 | 130-27588-00.034 | \$ | 240.00   |
| 8728 CANADA CT                 | 130-27588-00.035 | \$ | 480.00   |
| 8758 CANADA CT                 | 130-27588-00.037 | \$ | 720.00   |
| 8764 CANADA CT                 | 130-27588-00.038 | \$ | 480.00   |
| 8774 CANADA CT                 | 130-27588-00.039 | \$ | 1,872.00 |
| 8780 CANADA CT                 | 130-27588-00.040 | \$ | 1,152.00 |
| 909 CUTHBERT CT                | 130-27588-00.042 | \$ | 720.00   |
| 903 CUTHBERT CT                | 130-27588-00.043 | \$ | 192.00   |

**Service Department****Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: April 11, 2022****TO: Public Service and Transportation Committee****RE: Laurel Bluff Infrastructure Acceptance**

Approval:

|                         |                          |               |
|-------------------------|--------------------------|---------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Stephen Cicak |
|-------------------------|--------------------------|---------------|

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC  
INFRASTRUCTURE ASSOCIATED WITH THE LAUREL BLUFF  
DEVELOPMENT PROJECT**

WHEREAS, Mid-Ohio Development is the current owner/developer of the Laurel Bluff Apartments/Condominium project; and

WHEREAS, that all public infrastructure associated with this project have been constructed and inspected per the City's standards.

WHEREAS, that all necessary easements shall be provided to the City prior to final reading which will be recorded with the Licking County Auditor; and

WHEREAS, the redlined, as-built Civil Engineering plans have been reviewed and approved by the City's selected engineering firm.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

## **Service Department**

**Bill Dorman**

**7232 E. Main Street**

**Reynoldsburg OH 43068**

**Phone**

SECTION 1. That the Mayor be and is hereby authorized to accept said infrastructure as follows which will be added to the City of Reynoldsburg's asset database:

### **Laurel Bluff Development**

Linear Feet of Sanitary Sewer: 1,496

Linear Feet of Domestic Water: 108

Miscellaneous items including regulatory signage and posts

SECTION 2. That a one year Maintenance Bond shall been provided by Mid-Ohio Development to the City of Reynoldsburg in the amount of \$16,967.00 upon acceptance by Reynoldsburg City Council.

SECTION 4. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

**QUOTE**

169 Dayton Rd.  
Newark, OH 43055

|               |           |
|---------------|-----------|
| DATE          | 7/9/2020  |
| QUOTE #       |           |
| Plan Set Date | 6/17/2020 |

Mid - Ohio Development  
PO Box 32449  
Columbus OH 43232-0449  
Attn: Shawn Murphy

**RE : Taylor Rd Condos & Apartments - Public Utility Cost**

**GENERAL REQUIREMENTS****TOTAL \$ 1,200.00**

|                        |      |
|------------------------|------|
| Supervision            | 1 ls |
| Mobilization           | 1 ls |
| Maintenance of Traffic | 1 ls |

**SANITARY SEWER****TOTAL \$ 123,934.00**

|                                     |         |
|-------------------------------------|---------|
| 48" Sanitary Manhole                | 8 ea    |
| 48" Sanitary Manhole / Outside Drop | 1 ea    |
| 8" Conduit                          | 1496 lf |

**WATER MAIN - Zone 1****TOTAL \$ 45,732.00**

|                        |       |
|------------------------|-------|
| Tapping Sleeve & Valve | 1 ea  |
| 8" Conduit - C 900     | 58 lf |
| 6" Conduit - C 900     | 50 lf |
| Fittings               | 1 ls  |
| Water Meter Vault      | 1 ea  |
| Enclosure - Hot Box    | 1 ea  |

|                                     |
|-------------------------------------|
| <b>COMBINED TOTAL \$ 170,866.00</b> |
|-------------------------------------|

Thank you for your time and consideration in reviewing this project.

Sincerely,

Gerard Layton  
President



## SUBCONTRACTOR PAYMENT COUPON

13.5.a

MODC CONSTRUCTION LLC  
P.O. BOX 32449  
COLUMBUS, OH 432320449  
(614)-836-0606



THOMP  
THOMPSON CONCRETE  
CONSTRUCTION, LTD.  
CARROLL, OH 43112  
Phone: (740)-756-7256  
Fax: (740)-756-7965

Coupon #: 249  
Contract Date: 1/1/1900  
Name: TAYLOR ROAD  
Job Acct.: 102.0531  
Ret.Acct.: 102.0535

The following changes for either material or labor are to be supplied to the above stated job and are authorized as outlined below and are subject to the terms and conditions of the master contract dated above.

CO-6 Date: 10/6/2021  
TAYLOR ROAD APARTMENTS AND CONDOS  
TOTAL AMOUNT CO-6: \$22,294.03  
Payment schedule: 10% retention. SIGNED FWO'S ATTACHED  
Total: \$215,320,958.71

\*\* Invoices submitted by the 25th for payment on or about the 10th. \*\*

| Job Code | Job No. | Phase Code | Description                 | Draw Amount | Retainer | Amt This  |
|----------|---------|------------|-----------------------------|-------------|----------|-----------|
| 20026    | TC      | 11.173     | CONCRETE APRON AND APPROACH | 24,771.15   | 2,477.12 | 22,294.03 |

Shawn M. [Signature] 10-12-21  
MODC CONSTRUCTION LLC Date

Subcontractor Date

For accounting purposes only:

APPROVALS:

Date Entered \_\_\_\_\_

Controller \_\_\_\_\_ Accounting \_\_\_\_\_  
Superintendent SM 10-12 Const. Dir. SM 10-12

### CONDITIONAL PARTIAL WAIVER OF MECHANICS' LIEN

Upon receipt of the sum of \$22,294.03, the undersigned, subject to the reservations contained hereinbelow, does hereby waive, release and relinquish any and all liens and claims for liens for labor or work performed and/or material furnished through the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to the construction project commonly known as TAYLOR ROAD at and owned by MODC CONSTRUCTION LLC.

Nothing in this Partial Waiver of Mechanic's Lien shall waive or otherwise affect lien rights for retainage now being held by MODC CONSTRUCTION LLC for labor or work performed and/or material furnished prior to the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Additionally, nothing in this Partial Waiver of Mechanic's Lien shall waive or in any way affect the priority of any lien filed after the date hereof. Further, the undersigned specifically reserves all lien rights for labor or work performed and/or material furnished after the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on or to the above referenced project.

THE INDIVIDUAL SIGNING THIS PARTIAL LIEN WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS LIEN WAIVER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Attachment: Public Improvement Construction Costs (Laurel Bluff) (Laurel Bluff Infrastructure Acceptance)

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: April 11, 2022****TO: Finance and Administration Committee****RE: Transfer Real Property to CIC 7721 East Main Street**

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

**This Ordinance would allow the City to transfer property to the Reynoldsburg CIC for the purpose of marketing said property for re-development purposes. This transfer is to address real estate tax exemptions and to expedite the re-development process with the CIC.**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY LOCATED AT 7221 EAST MAIN STREET FROM THE CITY OF REYNOLDSBURG TO THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION, AND DECLARING AN EMERGENCY**

**WHEREAS**, The City of Reynoldsburg ("City") is the owner of certain real property located in Reynoldsburg, Franklin County, Ohio, commonly known as Parcel Nos. 060-000134, 060-000090, 060-000200, and 060-000218 (collectively the "Property"); and

**WHEREAS**, Ohio Revised Code 1724.10(C) authorizes the City to convey lands owned by a political subdivision to an established Community Improvement Corporation; and



## **City Attorney's Office**

**Chris Shook**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**6143226869 Phone**

**WHEREAS**, the City desires to see the Property utilized for economic development purposes; and

**WHEREAS**, the City has determined the Property is no longer needed for municipal purposes; and

**WHEREAS**, pursuant to Ordinance No. 73-19, the City designated the Reynoldsburg Community Improvement Corporation (“CIC”) as an agency of the City and authorized the execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between the City and the CIC (the “Agreement”); and

**WHEREAS**, the Agreement obligates the CIC, upon the sale of the Property for the purpose of economic development, to pay the City from the proceeds of the sale after deducting therefrom costs of acquisition and sale by the CIC, taxes, assessments, and costs of maintenance; and

**WHEREAS**, the City desires to transfer the Property to the CIC, without competitive bidding pursuant to Chapter 175 of the Codified Ordinances of the City of Reynoldsburg and Section 1724.10(C) of the Ohio Revised Code.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO, THAT:**

**Section 1.** The Council of the City of Reynoldsburg (“Council”) hereby determines that the real property in Reynoldsburg, Franklin County, Ohio, commonly known as Parcel No. 060-000134, 060-000090, 060-000200, and 060-000218, are no longer needed for municipal purposes.

**Section 2.** The Mayor, City Auditor, and City Attorney are hereby authorized to transfer the Property to the Reynoldsburg Community Improvement Corporation to be used to promote

## **City Attorney's Office**

**Chris Shook**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**6143226869 Phone**

the welfare of the people of the City, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the City, provide additional opportunities for their gainful employment, or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City.

**Section 3.** The transfer of the Property to the CIC is conditioned upon (1) the Property being marketed for sale for redevelopment, and (2) that the proceeds received by the CIC from the sale of the Property are paid to the City for its original expense in procuring and costs for maintaining the Property in accordance with the Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between the City and the CIC.

**Section 4.** All formal actions relative to the passage of this ordinance were taken in an open meeting of this Council, and, that all deliberations of the Council and its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121..22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to accelerate the time period available to the CIC to market the Property for re-development. This ordinance shall take effect immediately upon the signature of the Mayor.

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that the CITY OF REYNOLDSBURG, an Ohio municipal corporation (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration, grants to the REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION, an Ohio non-profit community improvement corporation (“Grantee”), whose tax-mailing address is 7232 E. Main Street, the real property described in Exhibit “A” and Exhibit “B” attached hereto and incorporated by reference herein.

Property Address: 7221 East Main Street  
Parcel Numbers: 060-000954, 060-000955, 060-000959, and 060-000992

Subject to easements, conditions, covenants, restrictions, and reservations of record, zoning ordinances and legal highways, and further subject to taxes and assessments, if any, now a lien, not yet due and payable. The property described herein is subject to Agreement and Plan for Industrial, Commercial, Distribution and Research Development between Grantor and Grantee.

Prior Instrument reference numbers: 202107290133946  
Recorder’s Office, Franklin County

IN ACKNOWLEDGEMENT WHEREOF, the Grantor have caused this instrument to be executed and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF REYNOLDSBURG,  
an Ohio municipal corporation

By: \_\_\_\_\_  
Joe Begeny, Mayor of Reynoldsburg

STATE OF OHIO                    )  
COUNTY OF FRANKLIN        ) SS:

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public in and for said county and state, personally came Joe Begeny, Mayor of Reynoldsburg, who acknowledged the signing thereof to be his/her free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney  
7232 East Main Street, Reynoldsburg, Ohio 43068

**Exhibit A**

Attachment: Deed from City to CIC (Transfer Real Property to CIC 7721 East Main Street)

Legal Description

Situated in the State of Ohio, County of Franklin and in the City of Reynoldsburg:

Being Lots 21 and 22; Lot Number 21 being bounded on the north by the United States Road and on the east by Water Street; thence Lot 22 being bounded on the west by Blacklick Creek and on the north by the United States Road, excepting therefrom 60 feet off the south part of said Lots 21 and 22 as conveyed to the Trustees of the Reynoldsburg Elgin Butter Factory as described in Deed Book 325, Page 413, Plat of said Village of Reynoldsburg, as the same is recorded in Plat Book 3, Page 159, Recorder's Office, Franklin County, Ohio.

EXCEPTING THEREFROM THE FOLLOWING from Instrument Number 199803240066860.

Situated in the City of Reynoldsburg Township of Truro, County of Franklin, State of Ohio, and in Section 18, Town 16 North, Range 20 West, and lying on the right side of the centerline of a survey made by the Department of Transportation, and bounded and described as follows:

Commencing at a monument box found at the intersection of U.S. 40 and Haft Street, being centerline of survey Station 116 plus 27.37;

thence North 89 degrees 00 minutes 00 seconds East, 826.22 feet along the centerline of survey for U.S. 40 to a point, being centerline of survey Station 124 plus 53.59;

thence South 1 degree 00 minutes 00 seconds East, 40.00 feet to a point at the Owners' northwesterly property corner, the existing southerly right of way line for U.S. 40 and the northwesterly corner of Lot 22 of the Village of Reynoldsburg Plat as shown on the plat of record in Plat Book 3, Page 159, in the Franklin County Recorder's Office, being 40.00 feet right of Station 124 plus 53.59 and also being the PLACE OF BEGINNING;

thence North 89 degrees 00 minutes 00 seconds East, 56.41 feet along the Owners' Northerly property line, the existing southerly right of way line for U.S. 40 and the northerly line of Lot 22 to a point, being 40.00 feet right of Station 125 plus 10;

thence South 62 degrees 26 minutes 06 seconds West, 67.08 feet along the proposed southerly right of way line for U.S. 40 to an angle point, being 20.00 feet right of Station 124 plus 50,

thence South 89 degrees .00 minutes 00 seconds West, 5.01 feet along the proposed southerly right of way line for U.S. 40 to a point in Owners' westerly property line and the westerly line of Lot 22, being 70.00 feet right of Station 124 plus 44.99;

thence North 15 degrees 00 minutes 00 seconds East, 31.21 feet along the Owners' westerly property line and the westerly line of Lot 22 to the Place of Beginning, containing 0.021 of an acre, more or less, of which the present road occupies 0.0 acres.

Basis of bearing: The centerline of U.S. 40 is North 89 degrees 00 minutes 00 seconds East.

This description is based on a survey made under the direction and supervision of Alden M. McGee, Registered Surveyor No. 5679.

Said stations being the Station Numbers as stipulated in the hereinbefore mentioned survey and as shown by plats on file in the Department of Transportation, Columbus, Ohio.

Known As: 7277 E Main Street, Reynoldsburg OH 43068

Parcel No. 060-000071-00

**Exhibit B**

Attachment: Deed from City to CIC (Transfer Real Property to CIC 7721 East Main Street)

### Legal Description

Situated in the State of Ohio, County of Franklin and Village of Reynoldsburg and bounded and described as follows:

Being parts of Lot 21 and 22 on the Plat of the Village of Reynoldsburg, commencing at the southeast corner of said lots (as a whole) thence north 60 feet along Water Street to a stump; thence west to Blacklick 132 feet; thence south to the south line of said lots in alley 60 feet; thence east on said alley to the place of beginning, being the south part of said lots and being the same premises conveyed to J.L. Oldham by the Pure Milk Company, an Ohio Corporation, by deed dated November 29, 1907 of record in Deed Book 460, Page 633.

Known As: 1415 Water Street, Reynoldsburg OH 43068

Parcel No. 060-000222-00

**EXHIBIT "A"**  
Legal Description

**TRACT I:**

Situated in the County of Franklin in the State of Ohio and in the City of Reynoldsburg. Being Lot No. 1 (one) in the Osborn Addition to the town of Reynoldsburg, Ohio, as the same is recorded in the Recorder's Office, in Franklin County, Ohio, in Book No. 65, Pages 261 and 262, said Lot being a part of Lot (No. 30) thirty, on the west half of Section Eighteen (18), Township Sixteen (16), Range Twenty (20), beginning on the east line of a tract of land deeded by Samuel Gaver and wife to Samuel Osborn dated May 4th, 1844, and where said east line intersects the south side of the National road on the west side of Blacklick Bridge, thence west on the south side of the National Road, one hundred and five (105) feet, thence south one hundred and eighty (180) feet, thence east one hundred and five (105) feet, thence north one hundred and eighty (180) feet, to the place of beginning being the same premises described as Lot (No. 1) (one) in Osborn addition and deeded by Noah Conkle and Anna D. Conkle, to Lorretta Morrison on the 19th day of October A.D. 1893, and found recorded in Book 326, pages 90 & 91 in the Recorder's Office of Franklin County, Ohio, and from them to David W. Roltz as recorded in Book 326, Pages 90 and 91, in Recorder's Office of Franklin County, Ohio.

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL (O.R. 32297H09):**

Situated in the City of Reynoldsburg, Township of Truro, County of Franklin, State of Ohio, and in Section 18, Town 16 N, Range 20 W, and bounded and described as follows:

**PARCEL NO. 2 WD**

Being a part of Lot 1 of Samuel Osborn's Addition and part of a 11.548 acre tract of land lying on the right side of the centerline of a survey made for the Department of Transportation, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the records of Franklin County and being located within the following described points in the boundary thereof:

Commencing at a monument box found at the intersection of U.S.R. 40 and Haft Street, being centerline of survey Station 116+27.37;

thence North 89°00'00" East, 632.63 feet along the centerline of survey for U.S.R. 40 to a point, being centerline of survey Station 122+60;

thence South 1°00'00" East, 40.00 feet to an Iron Pin set in the existing southerly right-of-way line for U.S.R. 40, the Grantor's northerly property line and the northerly line of Lot 1 of Samuel Osborn's Addition as shown on the Plat of Record in Plat Book 3, Page 160 of the Franklin County Recorder's Office, being 40.00 feet right of Station 122+60 and also being the place of beginning;



thence North 89°00'00" East, 193.59 feet along the existing southerly right-of-way line for U.S.R. 40 and the Grantor's northerly property line to an Iron Pin set at the Grantor's northeasterly property corner, passing the northeasterly corner of Lot 1 of Samuel Osborn's Addition at 79.50 feet, being 40.00 feet right of Station 124+53.59 and also being the northwesterly property corner of Northern Trading Company, Trustee (OR 7617, Pg. 107);

thence South 15°00'00" West, 31.21 feet along the Grantor's easterly property line and the westerly property line of the Northern Trading Company, Trustee (OR 7617, Pg. 107) to an Iron Pin set in the proposed southerly right-of-way line for U.S.R. 40, being 70.00 feet right of Station 124+44.99;

thence South 89°00'00" West, 134.99 feet along the proposed southerly right-of-way line for U.S.R. 40 to an Iron Pin set at an angle point, being 70.00 feet right of Station 123+10;

thence North 60°02'10" West, 58.31 feet along the proposed southerly right-of-way line for U.S.R. 40 to the place of beginning.

Containing 0.113 acres, more or less, of which the present road occupies 0.014 acres, being 0.038 acres in Lot 1 of Samuel Osborn's Addition of which the present road occupies 0.014 acres (recorded for easement in D.B. 2758, Page 78-80 in the Franklin County Recorder's office) and 0.075 acres in a 11.548 acre tract of which the present road occupies 0.000 acres Take is from Auditor's Parcel No. 060-959.

Basis of bearing: The center line of U.S. 40 is North 89°00'00" East.

Parcel Number: 060-000959-00  
Prior Instrument Number: 201007020083835

7221 East Main Street, Reynoldsburg, Ohio

**TRACT II:**

Situated in the State of Ohio, County of Franklin, and City of Reynoldsburg. Being Lot Number Two (2) of SAMUEL OSBORN'S ADDITION to the Village of Reynoldsburg, Franklin County, Ohio as the same is numbered and delineated upon the recorded plat thereof, of record in Deed Book 32, page 376 and Plat Book 3, page 160, Recorder's Office, Franklin County, Ohio.

Together with any and all interest Grantor may have in that portion of right of way as vacated by the City of Reynoldsburg, Ohio, by Ordinance No. 96-88 on December 12, 1988.

Parcel Number: 060-000992-00  
Prior Instrument Number: 201009150119933

**TRACT III:**

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, in Half Section 30, Section 18, Township 16, Range 20, Refugee Lands, being part of those tracts of land conveyed to Nance Family LLC by deed of record in Instrument Number

**Tract I  
ALL OF:  
(060)  
000959**

**Tract II  
ALL OF:  
(060)  
000992**

Attachment: PNC Property Description (Transfer Real Property to CIC 7721 East Main Street)

201009270125986 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of East Main Street (U.S. 40) (80 feet wide) and Davidson Drive (50 feet wide, Official Record 11890C20);

thence South 01° 07' 33" East, with the centerline of said Davidson Drive, a distance of 220.00 feet to a point;

thence North 88° 52' 27" East, crossing said Davidson Drive, a distance of 25.00 feet to an iron pin set in the easterly right-of-way line of said Davidson Drive, in the southerly line of Lot 4 of the subdivision entitled "Samuel Osborn's Addition", of record in Plat Book 3, Page 160, the TRUE POINT OF BEGINNING for this description:

thence North 88° 52' 57" East, with said southerly line, a distance of 259.85 feet to an iron pin set at the southeasterly corner of Lot 1 of said "Samuel Osborn's Addition", in a westerly line of that 10.571 acre tract conveyed to the City of Reynoldsburg by deed of record in Instrument Number 201609080120572;

thence South 12° 41' 04" East, with said westerly line, a distance of 82.01 feet to an iron pin set at a corner thereof;

thence South 81° 22' 14" West, with a northerly line of said 10.571 acre tract, a distance of 278.67 feet to a magnetic nail set in said easterly right-of-way line;

thence North 01° 07' 33" West, with said easterly right-of-way line, a distance of 116.74 feet to the TRUE POINT OF BEGINNING, containing 0.610 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments REYNOLDSBURG and HOWELL2. A bearing of North 88° 52' 27" East was held for a section of the southerly right-of-way line of East Main Street (U.S. 40).

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in May 2016.

Parent Parcel Number: 060-000954-00  
Prior Instrument Number: 201801030000638

TRACT IV:

Parcel 1:

**Tract III**  
**ALL OF:**  
**(060)**  
**000954**

Attachment: PNC Property Description (Transfer Real Property to CIC 7721 East Main Street)

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg. Being Lot Number Three (3) of SAMUEL OSBORN'S ADDITION to the Village of Reynoldsburg, Franklin County, Ohio as the same is numbered and delineated upon the recorded plat thereof, of record in Deed Book 32, page 376 and Plat Book 3, page 160, Recorder's Office, Franklin County, Ohio.

Together with any and all interest Grantor may have in that portion of right of way as vacated by the City of Reynoldsburg, Ohio, by Ordinance No. 96-88 on December 12, 1988.

Parcel Number: 060-000955-00  
Prior Instrument Number: 201009270125986

Parcel 2:

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, in Half Section 30, Section 18, Township 16, Range 20, Refugee Lands, being comprised of part of Lot 4 of the subdivision entitled "Samuel Osborn's Addition", of record in Deed Book 32, Page 376 and Plat Book 3, Page 160 part of those tracts of land conveyed to Nance Family LLC by deed of record in Instrument Number 201009270125986 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of East Main Street (U.S. 40) (80 feet wide) and Davidson Drive (50 feet wide, Official Record 11890C20);

thence South  $01^{\circ} 07' 33''$  East, with the centerline of said Davidson Drive, a distance of 220.00 feet to a point;

thence North  $88^{\circ} 52' 27''$  East, crossing said Davidson Drive, a distance of 25.00 feet to an iron pin set in the easterly right-of-way line of said Davidson Drive, in the southerly line of Lot 4 of the subdivision entitled "Samuel Osborn's Addition", of record in Plat Book 3, Page 160, the TRUE POINT OF BEGINNING for this description;

thence North  $01^{\circ} 07' 33''$  West, with said easterly right-of-way line, a distance of 160.00 feet to an iron pin set;

thence North  $43^{\circ} 51' 52''$  East, with said easterly right-of-way line, a distance of 25.96 feet to an iron pin set in the southerly right-of-way line of said East Main Street, the northwesterly corner of Lot 3 of said "Samuel Osborn's Addition";

thence South  $01^{\circ} 07' 33''$  East, with the westerly line of said Lot 3, a distance of 178.35 feet to an iron pin set at the southeasterly corner of said Lot 3;

thence South  $88^{\circ} 52' 27''$  West, with the southerly line of said "Samuel Osborn's Addition", a distance of 18.35 feet to the TRUE POINT OF BEGINNING, containing 0.071 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Attachment: PNC Property Description (Transfer Real Property to CIC 7721 East Main Street)

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments REYNOLDSBURG and HOWELL2. A bearing of North 88° 52' 27" East was held for a section of the southerly right-of-way line of East Main Street (U.S. 40).

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in May 2016.

Parcel Number: 060-000955-00  
Prior Instrument Number: 201801030000636

Property Address: 7185 E. Main Street, Reynoldsburg, OH 43068

**Tract IV**  
**ALL OF:**  
**(060)**  
**000955**

Attachment: PNC Property Description (Transfer Real Property to CIC 7721 East Main Street)

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**


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**DATE:** April 11, 2022

**TO:** Finance and Administration Committee

**RE:** Transfer Real Property to CIC 7277 East Main Street & 1415 Water Street

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Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

**This Ordinance would allow the City to transfer property to the Reynoldsburg CIC for the purpose of marketing said property for re-development purposes. This transfer is to address real estate tax exemptions and to expedite the re-development process with the CIC.**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY LOCATED AT 7277 EAST MAIN STREET AND 1415 WATER STREET FROM THE CITY OF REYNOLDSBURG TO THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION, AND DECLARING AN EMERGENCY**

**WHEREAS**, The City of Reynoldsburg ("City") is the owner of certain real property located in Reynoldsburg, Franklin County, Ohio, commonly known as Parcel Nos. 060-000071-00 and 060-000222-00 (collectively the "Property"); and

**WHEREAS**, Ohio Revised Code 1724.10(C) authorizes the City to convey lands owned by a political subdivision to an established Community Improvement Corporation; and

## **City Attorney's Office**

**Chris Shook**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**6143226869 Phone**

**WHEREAS**, the City desires to see the Property utilized for economic development purposes; and

**WHEREAS**, the City has determined the Property is no longer needed for municipal purposes; and

**WHEREAS**, pursuant to Ordinance No. 73-19, the City designated the Reynoldsburg Community Improvement Corporation (“CIC”) as an agency of the City and authorized the execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between the City and the CIC (the “Agreement”); and

**WHEREAS**, the Agreement obligates the CIC, upon the sale of the Property for the purpose of economic development, to pay the City from the proceeds of the sale after deducting therefrom costs of acquisition and sale by the CIC, taxes, assessments, and costs of maintenance; and

**WHEREAS**, the City desires to transfer the Property to the CIC, without competitive bidding pursuant to Chapter 175 of the Codified Ordinances of the City of Reynoldsburg and Section 1724.10(C) of the Ohio Revised Code.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO, THAT:**

**Section 1.** The Council of the City of Reynoldsburg (“Council”) hereby determines that the real property in Reynoldsburg, Franklin County, Ohio, commonly known as Parcel Nos. 060-000071-00 and 060-000222-00, are no longer needed for municipal purposes.

**Section 2.** The Mayor, City Auditor, and City Attorney are hereby authorized to transfer the Property to the Reynoldsburg Community Improvement Corporation to be used to promote

## **City Attorney's Office**

**Chris Shook**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**6143226869 Phone**

the welfare of the people of the City, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the City, provide additional opportunities for their gainful employment, or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the City.

**Section 3.** The transfer of the Property to the CIC is conditioned upon (1) the Property being marketed for sale for redevelopment, and (2) that the proceeds received by the CIC from the sale of the Property are paid to the City for its original expense in procuring and costs for maintaining the Property in accordance with the Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between the City and the CIC.

**Section 4.** All formal actions relative to the passage of this ordinance were taken in an open meeting of this Council, and, that all deliberations of the Council and its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121..22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to accelerate the time period available to the CIC to market the Property for re-development. This ordinance shall take effect immediately upon the signature of the Mayor.



GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that the CITY OF REYNOLDSBURG, an Ohio municipal corporation (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration, grants to the REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION, an Ohio non-profit community improvement corporation (“Grantee”), whose tax-mailing address is 7232 E. Main Street, the real property described in Exhibit “A” and Exhibit “B” attached hereto and incorporated by reference herein.

Property Address: 7277 East Main Street and 1415 Water Street  
Parcel Numbers: 060-000071-00 and 060-000222-00

Subject to easements, conditions, covenants, restrictions, and reservations of record, zoning ordinances and legal highways, and further subject to taxes and assessments, if any, now a lien, not yet due and payable. The property described herein is subject to Agreement and Plan for Industrial, Commercial, Distribution and Research Development between Grantor and Grantee.

Prior Instrument reference numbers: 202110180188789  
202110180188743  
Recorder’s Office, Franklin County

IN ACKNOWLEDGEMENT WHEREOF, the Grantor have caused this instrument to be executed and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF REYNOLDSBURG,  
an Ohio municipal corporation

By: \_\_\_\_\_  
Joe Begeny, Mayor of Reynoldsburg

STATE OF OHIO                    )  
COUNTY OF FRANKLIN        ) SS:

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public in and for said county and state, personally came Joe Begeny, Mayor of Reynoldsburg, who acknowledged the signing thereof to be his/her free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney  
7232 East Main Street, Reynoldsburg, Ohio 43068

Attachment: Deed from City to CIC (Transfer Real Property to CIC 7277 East Main Street & 1415 Water Street)

**Exhibit A**  
**Legal Description**

Situated in the State of Ohio, County of Franklin and in the City of Reynoldsburg:

Being Lots 21 and 22; Lot Number 21 being bounded on the north by the United States Road and on the east by Water Street; thence Lot 22 being bounded on the west by Blacklick Creek and on the north by the United States Road, excepting therefrom 60 feet off the south part of said Lots 21 and 22 as conveyed to the Trustees of the Reynoldsburg Elgin Butter Factory as described in Deed Book 325, Page 413, Plat of said Village of Reynoldsburg, as the same is recorded in Plat Book 3, Page 159, Recorder's Office, Franklin County, Ohio.

EXCEPTING THEREFROM THE FOLLOWING from Instrument Number 199803240066860.

Situated in the City of Reynoldsburg Township of Truro, County of Franklin, State of Ohio, and in Section 18, Town 16 North, Range 20 West, and lying on the right side of the centerline of a survey made by the Department of Transportation, and bounded and described as follows:

Commencing at a monument box found at the intersection of U.S. 40 and Haft Street, being centerline of survey Station 116 plus 27.37;

thence North 89 degrees 00 minutes 00 seconds East, 826.22 feet along the centerline of survey for U.S. 40 to a point, being centerline of survey Station 124 plus 53.59;

thence South 1 degree 00 minutes 00 seconds East, 40.00 feet to a point at the Owners' northwesterly property corner, the existing southerly right of way line for U.S. 40 and the northwesterly corner of Lot 22 of the Village of Reynoldsburg Plat as shown on the plat of record in Plat Book 3, Page 159, in the Franklin County Recorder's Office, being 40.00 feet right of Station 124 plus 53.59 and also being the PLACE OF BEGINNING;

thence North 89 degrees 00 minutes 00 seconds East, 56.41 feet along the Owners' Northerly property line, the existing southerly right of way line for U.S. 40 and the northerly line of Lot 22 to a point, being 40.00 feet right of Station 125 plus 10;

thence South 62 degrees 26 minutes 06 seconds West, 67.08 feet along the proposed southerly right of way line for U.S. 40 to an angle point, being 20.00 feet right of Station 124 plus 50,

thence South 89 degrees .00 minutes 00 seconds West, 5.01 feet along the proposed southerly right of way line for U.S. 40 to a point in Owners' westerly property line and the westerly line of Lot 22, being 70.00 feet right of Station 124 plus 44.99;

thence North 15 degrees 00 minutes 00 seconds East, 31.21 feet along the Owners' westerly property line and the westerly line of Lot 22 to the Place of Beginning, containing 0.021 of an acre, more or less, of which the present road occupies 0.0 acres.

Basis of bearing: The centerline of U.S. 40 is North 89 degrees 00 minutes 00 seconds East.

This description is based on a survey made under the direction and supervision of Alden M. McGee, Registered Surveyor No. 5679.

Said stations being the Station Numbers as stipulated in the hereinbefore mentioned survey and as shown by plats on file in the Department of Transportation, Columbus, Ohio.

Known As: 7277 E Main Street, Reynoldsburg OH 43068

Parcel No. 060-000071-00

Attachment: Deed from City to CIC (Transfer Real Property to CIC 7277 East Main Street & 1415 Water Street)

**Exhibit B**  
 Legal Description

Situated in the State of Ohio, County of Franklin and Village of Reynoldsburg and bounded and described as follows:

Being parts of Lot 21 and 22 on the Plat of the Village of Reynoldsburg, commencing at the southeast corner of said lots (as a whole) thence north 60 feet along Water Street to a stump; thence west to Blacklick 132 feet; thence south to the south line of said lots in alley 60 feet; thence east on said alley to the place of beginning, being the south part of said lots and being the same premises conveyed to J.L. Oldham by the Pure Milk Company, an Ohio Corporation, by deed dated November 29, 1907 of record in Deed Book 460, Page 633.

Known As: 1415 Water Street, Reynoldsburg OH 43068

Parcel No. 060-000222-00

Attachment: Deed from City to CIC (Transfer Real Property to CIC 7277 East Main Street & 1415 Water Street)

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**


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**DATE:** April 11, 2022

**TO:** Development, Parks and Recreation Committee

**RE:** Spring 2022 Zoning Code Amendments

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Approval:

|                         |                          |               |
|-------------------------|--------------------------|---------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Stephen Cicak |
|-------------------------|--------------------------|---------------|

**Update - The Planning Commission met on April 7th and recommended one change to the presented code changes. Those recommended changes are attached.**

**Spring 2022 Zoning Updates include amendments to the zoning process for annexation, procedures for re-zoning parcels, definitions for auxiliary dwelling unit, overnight lodging and hotels, and structured parking.**

**AN ORDINANCE TO AMEND CHAPTER ELEVEN - PLANNING AND ZONING  
CODE FOR THE CITY OF REYNOLDSBURG, OHIO**

WHEREAS, the City of Reynoldsburg determined that the Zoning Code of the City should be revised to improve efficiency, address concerns of residents in the community, and maintain consistency with the Reynoldsburg Comprehensive Master Plan in 2018; and

WHEREAS, the modifications are to be made to the Code that went into effect on April 23, 2020 and subsequently amended, mostly recently by Ordinance Number 103-2021.

WHEREAS, these amendments are to align, and re-calibrate the text to better conform to the usefulness of the code.

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, the new Reynoldsburg code, should continually adopt and be revised to better suite new policies, and practices within the administration, and city planning.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That Chapter 11-Planning and Zoning Code will be amended with this updated code -

See Exhibit “A” attached hereto and incorporated herein.

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

## 1101.19 EFFECTS OF ANNEXATION ON ZONING.

- (a) When a lot developed with an agricultural use or one (1) single-family dwelling is annexed into the City, it shall be classified as SR-Suburban Residential zone upon passage of the ordinance accepting the annexation unless otherwise designated by City Council upon acceptance of the annexation.
- (b) Any land within the City not designated or otherwise included within another zoning district shall be included in the SR-Suburban Residential zone.
- (c) When a lot owned by any public authority is annexed into the City via annexation, it shall be classified as an OS-Open Space/Schools zone upon adoption of the ordinance accepting the annexation unless otherwise specified by City Council upon acceptance of the annexation.
- (d) ~~Except for land annexed in accordance with division (a) above,~~ Annexed land may be incorporated into one (1) or more zoning districts provided the applicant files a development plan satisfying the requirements of Section 1109.23 that depicts the proposed zoning classification(s) for the annexed land.

#### 1109.23 ZONING MAP (REZONING) AND TEXT AMENDMENTS.

- (a) In conformance with the provisions of the City Charter, ordinances or resolutions establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code shall be initiated by a member of Council.
- (b) Any person having an interest in property in the City may petition City Council to initiate such ordinance or resolution by making an application to the Planning and Zoning Administrator. The Planning and Zoning Administrator shall review the application for compliance with the provisions of this chapter and forward it to the Clerk of Council.
- (c) The Planning Commission may recommend amendments, revisions, changes, or repeals of zoning districts, uses, regulations, or other provisions of this Zoning Code. When the Planning Commission makes an advisory recommendation to City Council, the application requirements and fees shall not apply.
- (d) When a person or persons having an interest in a lot or lots in the City petitions City Council for an amendment to the Zoning Code which involves changing the zoning district assigned to the lot(s), then such petition shall be made in the following form which shall be known as the development plan, unless such requirements are waived by City Council:
  - (1) Correct legal description of the lot(s);
  - (2) The names and addresses of the owners of lot(s) contiguous or directly across the street from the subject lot(s);
  - (3) Existing topography at two (2)-foot contour intervals of the subject lot(s) and extending at least three hundred (300) feet outside of the proposed lot, including lot lines, easements, street rights-of-way, existing structures, trees and landscaping features thereon;
  - (4) The proposed vehicular and pedestrian traffic patterns;
  - (5) The location of all existing and all proposed structures;
  - (6) The proposed assignment of use and subdivision of land including private land and common land;
  - (7) Preliminary plans of all structure types;
  - (8) Deed restrictions and protective covenants;
  - (9) A schedule for construction;
  - (10) Traffic impact study;
  - (11) Utilities impact study;
  - (12) Drainage impact study; and
  - (13) Such other relevant information as City Council may require to determine the propriety of initiating the ordinance for district change.
- (e) In conformance with the Charter, subsequent to initiation by a member of Council of an ordinance or resolution establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code, the presiding officer of Council shall, immediately after the first reading and initial public hearing of the ordinance or resolution, set a date for a public hearing before the Planning Commission, to be held not earlier than fifteen (15) days after the first reading.



- (f) Immediately after the hearing first read and initial public hearing before Council, a copy of the ordinance or resolution establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code and, if applicable, the development plan, shall be referred to the Planning Commission. The Planning Commission shall recommend such conditions or amendments with respect to the ordinance or resolution and, if applicable, the development plan, as it deems reasonable and necessary. Within thirty (30) days of referral, the Planning Commission shall return to the Clerk of Council the written recommendations of a majority of the members of the Planning Commission.
- (g) The Planning Commission and City Council shall give consideration to the following standards in making recommendations and taking action with regard to proposed district changes:
  - (1) The compatibility of the proposed zoning district and the features of the proposed development plan with the characteristics of the site and of the surrounding areas;
  - (2) The potential impacts of the proposed uses of the district in terms of traffic, storm water, utility demand, noise, and other impacts;
  - (3) The impacts of the proposed district and development plan on the health, safety, welfare, and morals of the community; and
  - (4) The compatibility of the proposed district and development plan with a comprehensive plan, or any area plans, to surrounding zoning districts, and to existing and planned land uses.
- (h) At the next meeting of Council subsequent to receiving the recommendations of the Commission, the ordinance or resolution shall be given its second reading.
- (i) Council may adopt, deny, or adopt with modifications the recommendations of the Commission. A development plan, along with any conditions or amendments to the petition, shall, upon adoption by Council, become part of the district change and shall be deemed incorporated by reference into legislation amending the district. The development plan, conditions, and amendments shall bind any future development or use of the subject lots.
- (j) A concurring vote of at least three fourths (¾) of the membership of Council shall be necessary to pass any zoning ordinance or resolution which differs from the written recommendations of the Planning Commission, but in no event shall an ordinance or resolution be considered as having passed unless it receives at least a majority vote of the members of Council. Any petition for zoning ordinance or resolution filed under subsection 1109.23(d) that does not receive the required number of votes for approval shall be deemed to have been denied.
- (k) After a proposed district change is denied by City Council, at least twelve (12) months shall elapse before another petition for a district change for the same lot(s) to the same district can be considered.
- (l) A development plan may be amended following the same procedure and standards for approval of the original district amendment. If, in the professional opinion of the Planning and Zoning Administrator, a proposed amendment to a development plan does not contain any substantial deviation from the original development plan, the amendment may be approved by majority vote of the members of the Planning Commission.

(m) The development plan as approved by Council, shall constitute an amendment of the official Zoning Map and a supplement to the Zoning Code as it applies to the land included in the approved district amendment.

(n) An extension of the time limit may be approved by the Planning Commission. Such approval shall be given upon a finding of evidence of reasonable effort toward the accomplishment of the original development plan within the time limit, and that such extension is not in conflict with the general health, safety and welfare of the public or the development standards of this Code.

~~(n)(o)~~ When Council reviews an ordinance proposing one or more zoning district changes, whether initiated by Council or an applicant, notice shall be published pursuant to Section 4.11(a) of the Charter of the City of Reynoldsburg. The Planning Commission shall also cause the subject property to be posted with a notice of hearing at least seven (7) days prior to the day of the hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.

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## 1113.01 General Definitions

### S

Street tree. A tree planted in close proximity to a street in order to provide canopy over the street to provide shade and soften the street environment.

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground.

“Structured Parking” means a building or structure consisting of one or more levels for parking motor vehicles as the primary use of the building or structure. Where Structured Parking is permitted, the building shall be subject to the height and setback requirements of other buildings in the district.

Studio – art. Work space for one (1) or more artists or artisans, including the accessory sale of art produced on the premises, or gallery space.

Studio – gymnastics/martial arts. A space used for physical indoor exercise which is offered in a class or organized format for activities such as gymnastics, martial arts, dance, aerobics, pilates, or circuit training.

## 1113.01 DEFINITIONS

### A.

**Accessory Dwelling Unit (ADU).** An accessory dwelling unit (ADU) is a smaller, secondary home on the same lot as a primary dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking, and sanitation. ADUs can be detached structures or attached to the primary structure. One ADU is permitted per lot. ADUs are subject to all applicable regulations in section 1105.05 of this code.~~An attached or detached extension to an existing single-unit dwelling structure that contains one (1) separate, complete dwelling unit with a separate entrance.~~

**Accessory Structure.** A building or structure that is subordinate to the principal building or structure upon the same lot and serving a purpose customarily incidental to the principal structure.

**Accessory Use.** A use that is subordinate to the principal use of the land and serving a purpose customarily incidental to the principal use or structure.

### 1113.01 DEFINITIONS

**Overnight lodging – bed and breakfast.** An owner-occupied residential single-family, detached structure wherein lodging and breakfast only are provided to transient guests for compensation.

**Overnight lodging – boutique hotel.** A small-scale hotel in a historic structure, or a structure with façade made of a high-quality material such as wood, brick, masonry, tile, stone, granite, limestone, or another natural material, that has fewer than thirty (30) rooms. Rooms must be accessed from an interior hallway.

**Overnight lodging – hotel.** A place of transient occupancy which includes any structure consisting of one (1) or more buildings containing any combination of more than five (5) guestrooms that are each approved by the Chief Building Official and the Fire Chief as meeting the requirements for transient sleeping rooms ~~or extended stay temporary residence dwelling units~~, or as having features of such sleeping rooms and dwelling units within the same room, and such structure is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where transient sleeping accommodations ~~or temporary residence~~ is offered for pay to persons. “Hotel” does not include agricultural labor camps, apartment houses, apartments or other similar places of permanent personal residence, lodging houses, rooming houses, or hospital or college dormitories.

**Overnight lodging – resort.** A group or groups of buildings containing more than five (5) dwelling units and/or guest rooms and providing outdoor recreational activities that may include golf, horseback riding, swimming, shuffleboard, tennis and similar activities. A resort may furnish services customarily furnished by a hotel, including a restaurant, cocktail lounge, and convention facilities.

**1105.05 ACCESSORY STRUCTURES.**

- (a) Generally Applicable Regulations for Accessory Uses and Accessory Structures. An accessory use or accessory structure shall be permitted in any district provided that:
- (1) It is incidental to and customarily found in connection with the main use or main building permitted in the district;
  - (2) It is subordinate to and serves the main use or building;
  - (3) It is subordinate to the main use or building in ground area, floor area, extent, and purpose;
  - (4) It is located on the same lot as the main building or main use which it serves; and
  - (5) It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the main use or main building served.
  - (6) Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of Zoning and Building Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having a legally existing main use or main building.
  - (7) Except as otherwise provided in this Zoning Code, an accessory structure:
    - A. Shall not be located closer to any public right-of-way than the main building and shall not be located in the required front yard;
    - B. Shall not be located closer than three (3) feet to any rear lot line and not closer than three (3) feet to any side lot line;
    - C. Shall not be located closer than ten (10) feet to a main building;
    - D. Shall not occupy more than twenty (20) percent of the required rear yard;
    - E. In residential districts, the lot coverage of accessory structures shall not be more than fifty (50) percent of the finished floor area of the main structure;
    - F. In commercial districts, open-sided accessory structures such as pergolas are permitted in the required front or side yard;
    - G. Except for accessory dwelling units, where permitted, shall not contain facilities for dwelling purposes; and
    - H. Shall not exceed fifteen (15) feet in height.
  - (8) For the purposes of this section, a storage building equal to or less than fifty (50) square feet in area, not permanently attached to the ground, is not considered a structure. Only one (1) such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

(b) Accessory Dwelling Units

- (1) Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of zoning appeals to be an accessory dwelling unit may only be established or constructed on a lot having a legally existing main use or main building.
- (2) Except as otherwise provided in this Zoning Code an Accessory Dwelling Unit
  - A. Shall not be located any closer to any public right of way than the main building and shall not be located in the required front yard;
  - B. Shall follow the side yard setbacks set forth in the applicable zoning district for the primary dwelling unit ;
  - C. Shall be no closer than 8 feet (8FT) from the rear lot line;
  - D. Shall not be located closer than ten feet (10FT) to a main building;
  - E. Shall not occupy more than 20% of the required rear yard;
  - F. The ADU may be no larger than six hundred square feet (600SF) or 50% of the size of the primary dwelling unit whichever is less;
  - G. ADU's that are attached to the primary dwelling unit are not permitted to be located in a portion of the primary dwelling unit that encroaches a required yard setback;
  - H. Exterior finish materials must be compatible with existing primary dwelling unit;
  - I. Only one entrance is allowed and must be located on the primary façade facing the street.

~~(b)~~(c) Garage Standards.

- (1) All garages in a residential district facing the street shall not be located more than eight (8) feet in front of the front façade of the structure.
- (2) In the Suburban Residential District Only. No garage door or combination of garage doors facing the street shall occupy more than sixty percent (60%) of the width of the ground level façade.



## REYNOLDSBURG ZONING CODE

## SECTION 1103.21 COMMUNITY COMMERCIAL ZONE (CC)

### I. Purpose and Intent

A. The Community Commercial (CC) Zone is intended to promote development patterns and businesses that are consistent with larger retail and office-users, including companies with a workforce residing throughout the region that is seeking the convenience of access from heavily-traveled corridors. Existing development in the CC Zone is comprised of traditional large lot retail development with surface parking. Future development patterns in the CC Zone should accommodate changes in retail and transportation, including smaller lots and smaller format retail uses.

### II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

#### PERMITTED USES:

#### DISTRICT USES

- Adult Day Care
- Adult Oriented Businesses (Subject to Section 795.02 of Codified Ordinances)
- Antique Shop (See definition)
- Bakery - Retail
- Beverage - Brewing and Distilling (See definition)
- Boarding/Kennel
- Child Day Care - In Home (See 1105.13(H))
- Clothing Services - Dry Cleaning with drive thru
- Clothing Services - Dry Cleaning without drive thru
- Clothing Services - Tailor
- Community Facility - Park
- Community Facility - Trail
- Event Center - Private Events and Conferences
- Event Center - Public Meetings and Conventions
- Financial Services and Banking - with drive thru (See 1105.13(K))
- Financial Services and Banking - without drive thru
- Food Sales - Farm Market
- Food Sales - Small Format Grocery
- Food Sales - Large Format Grocery
- Food Service - Commissary/Bakery
- Food Service - Deli
- Food Service - Fast Casual Restaurant
- Food Service - Full Service Restaurant
- Food Service - Quick Serve/Fast Food Without Drive Thru
- Food Service - Quick Serve/Fast Food With Drive Thru
- Gallery - Art
- Health and Wellness - Clinic
- Health and Wellness - Fitness Facility/Gym
- Health and Wellness - Massage
- Health and Wellness - Physical Therapy
- Indoor Recreation Enterprise
- Library
- Live Theater
- Manufacturing - Artisan
- Medical - Clinic
- Medical - Emergency Services
- Medical - Full Service Hospital
- Medical Office
- Medical - Outpatient and Urgent Care



## DISTRICTS AND ZONES

| DISTRICT USES (CONT.) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | DISTRICT USES (CONT.) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED<br>USES:    | <ul style="list-style-type: none"> <li>• Medical - Psychiatric Facility - Standalone</li> <li>• Medical - Standalone Emergency Services</li> <li>• Meeting Facility</li> <li>• Movie Theater</li> <li>• Museum</li> <li>• Office - Corporate</li> <li>• Office - Data Processing/Call Center</li> <li>• Office - Professional Services</li> <li>• Outdoor Recreation Enterprise</li> <li>• Overnight Lodging - Boutique Hotel</li> <li>• Personal Care and Beauty Services</li> <li>• Religious Assembly</li> <li>• Retail - Small Format</li> <li>• Retail - Medium Format</li> <li>• Retail Large Format</li> <li>• Overnight Lodging - Bed and Breakfast (See definition)</li> <li>• Retail - Medium Format</li> <li>• Retail - Pharmacy</li> <li>• Retail - Shopping Center - Outdoor</li> <li>• School - Secondary</li> <li>• School - Primary</li> <li>• Shelter</li> <li>• Studio - Art</li> <li>• Studio - Gymnastics/Martial arts</li> <li>• Veterinary</li> <li>• Visual Arts Center</li> </ul> | CONDITIONAL<br>USES:  | <ul style="list-style-type: none"> <li>• Dwelling - Two-Family</li> <li>• Medical Marijuana - Dispensary</li> <li>• Mortuary</li> <li>• <b>Overnight Lodging - Hotel</b></li> <li>• Private Club</li> <li>• Research Facility and Laboratory</li> <li>• Retail - Convenience with gasoline</li> <li>• Retail - Convenience without gasoline</li> <li>• Shooting Range - Indoor</li> <li>• Vehicular Care Services - Major</li> <li>• Vehicular Care Services - Minor</li> <li>• Vehicle Care Services - Washes</li> <li>• Vehicular Repair - Heavy Vehicular</li> <li>• Repair - Light</li> <li>• Vehicular Sales - Automobiles</li> <li>• Vehicular Sales - Motorcycles</li> <li>• Vehicular Sales - Boats</li> <li>• Vehicular Sales - Recreational Vehicles</li> </ul> |
|                       | <ul style="list-style-type: none"> <li>• Auction Facility</li> <li>• Beverage Sales - Liquor and Beer Sit Down/Bar Establishment</li> <li>• Beverage Sales - Liquor Store</li> <li>• Child Day Care - Center (See 1105.13(G))</li> <li>• Community Facility - Activity Center</li> <li>• Community Facility - Outdoor Recreation</li> <li>• Community Facility - Public Health Safety</li> <li>• Dwelling - Assisted</li> <li>• Dwelling Group</li> <li>• Dwelling - Multi-Unit Building Complex</li> <li>• Dwelling - Developmental Disability</li> <li>• Dwelling - Nursing</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

## REYNOLDSBURG ZONING CODE

## III. Development Standards

The Community Commercial Zone includes small and medium flex buildings, retail/large format, retail large restaurant building typologies, and off street parking.

|                                  |                                                                   |     |
|----------------------------------|-------------------------------------------------------------------|-----|
| LOT DIMENSIONS                   | LOT SIZE (MIN. SQ. FT.)                                           | NA  |
|                                  | LOT SIZE (MAX. SQ. FT.)                                           | NA  |
|                                  | LOT WIDTH (MIN. FT.)                                              | 80  |
|                                  | LOT WIDTH (MAX. FT.)                                              | NA  |
|                                  | LOT DEPTH (MIN. FT.)                                              | NA  |
|                                  | LOT FRONTAGE (MIN. FT.)                                           | 80  |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                     | NA  |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                     | NA  |
| SETBACKS                         | FRONT YARD SETBACK (MIN. FT.)                                     | 10  |
|                                  | FRONT YARD SETBACK (MAX. FT.)                                     | NA  |
|                                  | SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)                          | 10  |
|                                  | SIDE YARD SETBACK (MAX. FT.)                                      | NA  |
|                                  | SIDE YARD SETBACK (MIN. AGGREGATE. FT.)                           | 20  |
|                                  | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                            | NA  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                      | 20  |
|                                  | REAR YARD SETBACK (MAX. FT.)                                      | NA  |
| HEIGHT                           | BUILDING HEIGHT (MIN. FT.)                                        | NA  |
|                                  | BUILDING HEIGHT (MAX. FT.)                                        | 45  |
| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                               | NA  |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.                   | 70% |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)* | 10% |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES       | 70% |
|                                  | OPEN SPACE (MIN.)                                                 | NA  |
|                                  | OPEN SPACE (MAX.)                                                 | NA  |

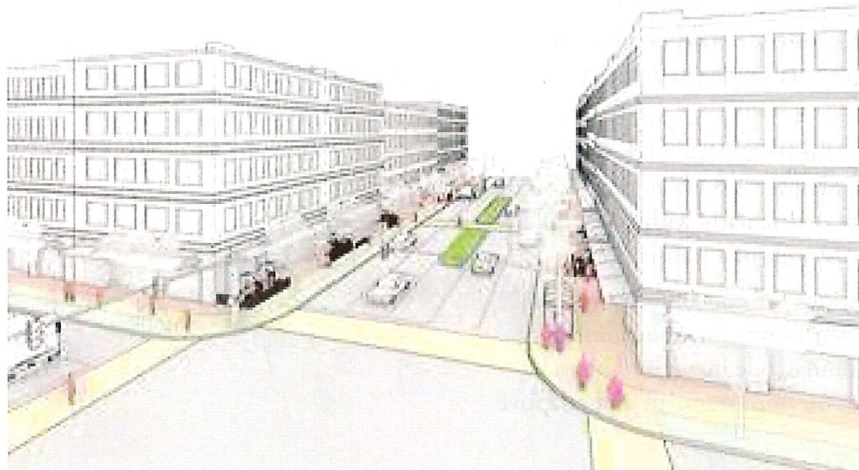
\*DETENTION PONDS INCLUDED IF DESIGNED AS AN AMENITY AND COMMUNITY FEATURE (I.E. FENCING, LANDSCAPING, NATURAL FEEL)

## DISTRICTS AND ZONES

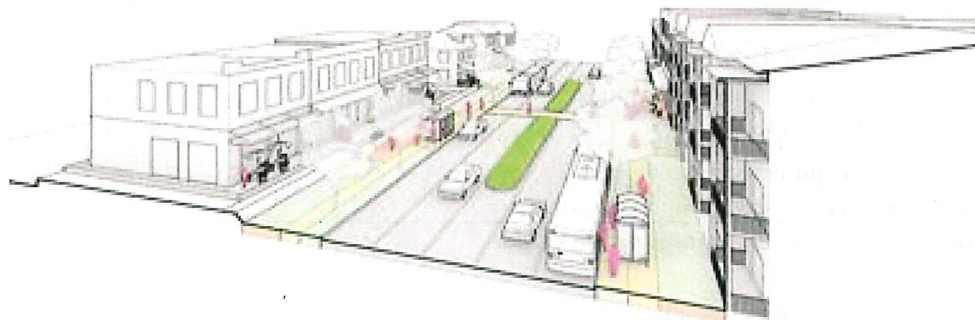
|                                      |                                         |                                                                                                           |
|--------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | NP                                                                                                        |
|                                      | ADU HEIGHT (MAX. FT.)                   | NP                                                                                                        |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | NP                                                                                                        |
| PARKING<br>LOCATION                  | LOCATION                                | Front, side, or rear yard well-screened                                                                   |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Commercial uses only (see Section 1105.03)                                                                |
| DESIGN                               | DESIGN STANDARDS                        | Small to Medium Commercial Building Types; Natural Materials or<br>Hardie Panel on front and side facades |
|                                      | SITE PLAN STANDARDS                     | NA                                                                                                        |
| LANDSCAPE<br>REVIEW                  | LANDSCAPE AND NATURAL<br>BUFFERS        | NA                                                                                                        |



## SECTION 1103.15 BRICE & EAST MAIN STREET AND EAST MAIN STREET INSIGHT DISTRICTS



*Example Development Pattern in Brice & East Main Street District*



*Example Development Pattern in East Main Street District*

### I. Purpose and Intent

Brice and East Main Street and the East Main Street Insight Districts are intended to create compact, mixed-use, walkable environments, remove regulatory barriers, and encourage the establishment of local enterprises (e.g. Main Street businesses, start-up makers and other platforms such as shared work spaces, community hubs, and markets). By creating this type of physical environment and reducing regulatory barriers in these two Insight Districts, investors and start-up businesses will be more likely to deploy capital. This will, in turn, enhance community character and

allow existing businesses and residents to remain along with newer uses.

The Brice and Main Street Insight District is intended to be more of an urban, mixed-use zone or Transit oriented Development (TOD) that centers around a transportation hub or multi-modal transportation and leverages the area's proximity to major public transportation routes.

The East Main Street Insight District is intended to serve as a transportation corridor lined with compact, mixed-use, development and with standards to address the transition area where each corridor abuts adjoining neighborhoods.

## DISTRICTS AND ZONES

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Regulations found in the Insight Districts that are unique to both zones include:

- Transit supportive development standards:  
Walkways connecting streets to buildings and locating buildings or pedestrian plazas close to transit stops can set up development to accommodate future transit.
- On-site facilities for pedestrian, bike, and vehicular travel: Standards for bike parking and pedestrian access, particularly within 1/4 mile or not more than 1/2 mile of a transit stop.
- Adjusted regulations for nonconforming buildings and uses: Leaves the nonconforming section of the zoning code intact on nuisances but more lenient on improvements and adaptive re-use.
- Right-sized application fees: Fees are adjusted to reflect the policies of the community. If infill and suburban retrofit is a priority, fees in those environments should be less.
- Adjust front setback regulations: Amend front setback regulations to specify setback ranges instead of just minimums.
- Reduced parking requirements for affordable housing: The reduction depends upon the urban/suburban context and public transportation access.
- Reduced minimum parking requirements:  
Requiring more parking than is necessary is a financial barrier to development, wastes site area for parking, and increases impervious surface.

## REYNOLDSBURG ZONING CODE

## II. Insight District Uses

The following uses are either permitted or conditional uses as indicated in the following table:

| USES | BRICE<br>AND MAIN<br>DISTRICT<br>(BMD) | EAST MAIN<br>STREET<br>DISTRICT<br>(EMD) | SPECIFIC USE<br>REGULATIONS |
|------|----------------------------------------|------------------------------------------|-----------------------------|
|------|----------------------------------------|------------------------------------------|-----------------------------|

**ANIMAL SERVICES**

|                 |   |   |  |
|-----------------|---|---|--|
| Boarding/Kennel |   | C |  |
| Shelter         |   | C |  |
| Veterinary      | P | P |  |

**COMMUNITY FACILITIES**

|                                           |   |   |  |
|-------------------------------------------|---|---|--|
| Community Facility - Activity Center      | P | P |  |
| Community Facility - Outdoor Recreation   | P | P |  |
| Community Facility - Park                 | P | P |  |
| Community Facility - Public Health Safety | P | C |  |
| Community Facility - Trail                | P | P |  |

**CONGREGATION**

|                                                |   |   |  |
|------------------------------------------------|---|---|--|
| Event Center - Private Events and Conferences  | P | P |  |
| Event Center - Public Meetings and Conventions | P | P |  |
| Religious Assembly                             | P | P |  |

**CULTURAL**

|                    |   |   |  |
|--------------------|---|---|--|
| Library            | P | P |  |
| Live Theater       | P | P |  |
| Movie Theater      | P | P |  |
| Museum             | P | P |  |
| Visual Arts Center | P | P |  |

**DWELLING**

|                                        |   |   |  |
|----------------------------------------|---|---|--|
| Dwelling - Assisted                    |   | C |  |
| Dwelling - Attached Single-Family      | C | C |  |
| Dwelling - Group                       | C |   |  |
| Dwelling - Multi-Unit Building         | C | C |  |
| Dwelling - Multi-Unit Building Complex | C | C |  |
| Dwelling - Developmental Disability    | C |   |  |



## DISTRICTS AND ZONES

| USES                                                        | BRICE<br>AND MAIN<br>DISTRICT<br>(BMD) | EAST MAIN<br>STREET<br>DISTRICT<br>(EMD) | SPECIFIC USE<br>REGULATIONS                                                                     |
|-------------------------------------------------------------|----------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>FOOD AND BEVERAGE</b>                                    |                                        |                                          |                                                                                                 |
| Bakery - Retail                                             | P                                      | P                                        |                                                                                                 |
| Beverage - Brewing and Distilling                           | P                                      | P                                        | Produces less than 15,000 barrels.                                                              |
| Beverage Sales - Liquor and Beer Sit Down/Bar Establishment | P                                      | P                                        |                                                                                                 |
| Beverage - Retail Sales                                     | P                                      | P                                        |                                                                                                 |
| Food Sales - Farm Market                                    | P                                      | P                                        |                                                                                                 |
| Food Sales - Large Format Grocery                           | P                                      | P                                        | At least 25,00 sq. ft. of gross floor area with at least 1,000 sq. ft. devoted to fresh produce |
| Food Sales - Small Format Grocery                           | P                                      | P                                        | 5,000 to 25,00 sq. ft. of gross floor area with at least 500 sq. ft. devoted to fresh produce   |
| Food Service - Commissary/Bakery                            | P                                      | P                                        |                                                                                                 |
| Food Service - Deli                                         | P                                      | P                                        |                                                                                                 |
| Food Service - Fast Casual Restaurant                       | P                                      | P                                        |                                                                                                 |
| Food Service - Full Service Restaurant                      | P                                      | P                                        |                                                                                                 |
| Food Service - Quick Serve/Fast Food With Drive Thru        | C                                      | C                                        | See 1105.13(K)                                                                                  |
| Food Service - Quick Serve/Fast Food Without Drive Thru     | P                                      | P                                        |                                                                                                 |
| <b>EDUCATION</b>                                            |                                        |                                          |                                                                                                 |
| School - Child Day Care Center                              | C                                      | C                                        |                                                                                                 |
| School - College/University                                 | P                                      | P                                        |                                                                                                 |
| School - Secondary                                          | C                                      | C                                        |                                                                                                 |
| School - Trade                                              | C                                      | C                                        |                                                                                                 |
| <b>HEALTH / WELLNESS</b>                                    |                                        |                                          |                                                                                                 |
| Health and Wellness - Clinic                                | P                                      | P                                        |                                                                                                 |
| Health and Wellness - Fitness Facility/Gym                  | P                                      | P                                        |                                                                                                 |
| Health and Wellness - Massage                               | P                                      | P                                        |                                                                                                 |

## REYNOLDSBURG ZONING CODE

| USES                                                | BRICE<br>AND MAIN<br>DISTRICT<br>(BMD) | EAST MAIN<br>STREET<br>DISTRICT<br>(EMD) | SPECIFIC USE<br>REGULATIONS                                          |
|-----------------------------------------------------|----------------------------------------|------------------------------------------|----------------------------------------------------------------------|
| Health and Wellness - Physical Therapy              | P                                      | P                                        |                                                                      |
| <b>MANUFACTURING / PROCESS / INNOVATION</b>         |                                        |                                          |                                                                      |
| Manufacturing - Artisan                             | P                                      | P                                        |                                                                      |
| Research Facility/Laboratory                        | P                                      | P                                        |                                                                      |
| <b>MEDICAL</b>                                      |                                        |                                          |                                                                      |
| Medical - Clinic                                    | P                                      | P                                        |                                                                      |
| Medical - Emergency Services                        | P                                      | P                                        |                                                                      |
| Medical - Full Service Hospital                     | P                                      | P                                        |                                                                      |
| Medical Marijuana - Dispensary                      | C                                      | C                                        |                                                                      |
| Medical - Office                                    | P                                      | P                                        |                                                                      |
| Medical - Outpatient and Urgent Care                | P                                      | P                                        | No overnight<br>visits; ambulance<br>services may not<br>be provided |
| Medical - Psychiatric Facility - Standalone Medical | C                                      | C                                        |                                                                      |
| - Standalone Emergency Services                     | C                                      | C                                        |                                                                      |
| <b>OFFICE</b>                                       |                                        |                                          |                                                                      |
| Office - Corporate                                  | P                                      | P                                        |                                                                      |
| Office - Data Processing/Call Center                | P                                      | P                                        |                                                                      |
| Office - Professional Services                      | P                                      | P                                        |                                                                      |
| <b>PERSONAL SERVICES</b>                            |                                        |                                          |                                                                      |
| Clothing Services - Tailor                          | P                                      | P                                        |                                                                      |
| Financial Services and Banking - with drive thru    | C                                      | P                                        | See 1105.13(K)                                                       |
| Financial Services and Banking - without drive thru | P                                      | P                                        |                                                                      |
| Personal Care and Beauty Services                   | P                                      | P                                        |                                                                      |
| <b>REPAIR SERVICES</b>                              |                                        |                                          |                                                                      |
| Vehicular Repair - Light                            |                                        | C                                        |                                                                      |
| <b>RECREATION</b>                                   |                                        |                                          |                                                                      |
| Indoor Recreation Enterprise                        | C                                      | C                                        |                                                                      |
| Outdoor Recreation Enterprise                       | C                                      |                                          |                                                                      |
| Private Club                                        | C                                      | C                                        |                                                                      |
| Recreational Facility - Commercial                  | P                                      | P                                        |                                                                      |



## DISTRICTS AND ZONES

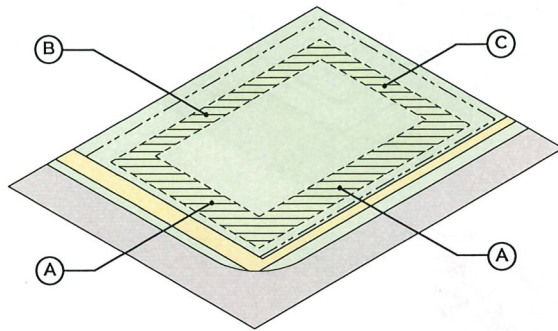
| USES                                  | BRICE<br>AND MAIN<br>DISTRICT<br>(BMD) | EAST MAIN<br>STREET<br>DISTRICT<br>(EMD) | SPECIFIC USE<br>REGULATIONS                                              |
|---------------------------------------|----------------------------------------|------------------------------------------|--------------------------------------------------------------------------|
| Shooting Range - Indoor Only          |                                        | C                                        |                                                                          |
| Studio - Art                          | P                                      | P                                        |                                                                          |
| Studio - Gymnastics/martial arts      | P                                      | P                                        |                                                                          |
| <b>SALES AND EXHIBITION</b>           |                                        |                                          |                                                                          |
| Antique Shop                          | P                                      | P                                        | 80 percent of goods must be 30 years or older or have collectible value. |
| Auction Facility                      |                                        | C                                        | Excludes livestock and motor vehicle auctions.                           |
| Gallery - Art                         | P                                      | P                                        |                                                                          |
| Garden Center - Indoor and Outdoor    |                                        | C                                        |                                                                          |
| Retail - Convenience with gasoline    |                                        | P                                        |                                                                          |
| Retail - Convenience without gasoline |                                        | P                                        |                                                                          |
| Retail - Large Format                 |                                        | P                                        |                                                                          |
| Retail - Medium Format                | P                                      | P                                        |                                                                          |
| Retail - Pharmacy                     | P                                      | P                                        |                                                                          |
| Retail - Shopping Center - Enclosed   | P                                      | P                                        |                                                                          |
| Retail - Shopping Center - Outdoor    | P                                      | P                                        |                                                                          |
| Retail - Small Format                 | P                                      | P                                        |                                                                          |
| <b>TOURISM / VISITING</b>             |                                        |                                          |                                                                          |
| Overnight Lodging - Bed and Breakfast | P                                      | P                                        |                                                                          |
| Overnight Lodging - Boutique Hotel    | P                                      | P                                        | Fewer than 30 rooms                                                      |
| Overnight Lodging - Hotel             | P                                      | P                                        |                                                                          |
| Overnight Lodging - Limited Service   | P                                      | P                                        |                                                                          |
| Overnight Lodging - Resort            | P                                      | P                                        |                                                                          |
| <b>UTILITY FACILITIES</b>             |                                        |                                          |                                                                          |
| Power Substation Facility             |                                        |                                          |                                                                          |
|                                       | Allowable Use                          |                                          | P                                                                        |
|                                       | Conditional Use                        |                                          | C                                                                        |

## REYNOLDSBURG ZONING CODE

## III. Insight District Development Standards

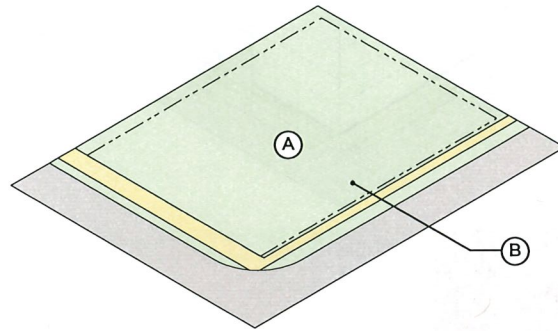
The Brice and Main District includes the more urban attached typologies with off-street parking in a garage, driveway, or parking lot, in addition to instances of on-street, parallel parking.

## A. Lot Dimensions and Setbacks



|                       |                                                       |                                                  |
|-----------------------|-------------------------------------------------------|--------------------------------------------------|
| <b>LOT DIMENSIONS</b> | LOT SIZE (MIN./MAX SQ. FT.)                           | NA                                               |
|                       | LOT WIDTH (MIN./MAX.)                                 | NA                                               |
|                       | LOT DEPTH (MIN. FT.)                                  | NA                                               |
|                       | LOT FRONTAGE (MIN. FT.)                               | NA                                               |
| <b>SETBACKS</b>       | <b>A</b> FRONT YARD SETBACK (MIN. FT.)                | 5 from ROW                                       |
|                       | <b>A</b> FRONT YARD SETBACK (MAX. FT.)                | 20 ft from ROW                                   |
|                       | <b>B</b> SIDE YARD SETBACK (MIN. FT.)                 | 10 from lot line; 10 feet between buildings      |
|                       | <b>B</b> SIDE YARD SETBACK (MAX. FT.)                 | NA                                               |
|                       | <b>B</b> SIDE YARD SETBACK (MIN./MAX. AGGREGATE. FT.) | NA                                               |
|                       | <b>C</b> REAR YARD SETBACK (MIN. FT.)                 | 10 feet from lot line; 10 feet between buildings |
|                       | <b>C</b> REAR YARD SETBACK (MAX. FT.)                 | NA                                               |

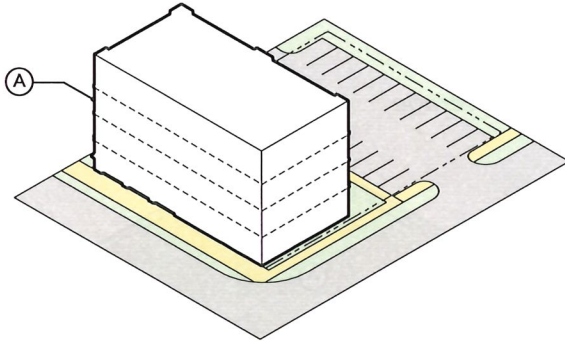
## B. Lot Coverage



|                                         |                                                                  |      |
|-----------------------------------------|------------------------------------------------------------------|------|
| <b>LOT COVERAGE/<br/>OPEN SPACE</b>     | <b>A</b> LOT COVERAGE (MIN.)                                     | 50%  |
|                                         | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC                   | 80%  |
|                                         | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | 10%  |
|                                         | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | 100% |
|                                         | OPEN SPACE (MIN.)                                                | 30%  |
|                                         | OPEN SPACE (MAX.)                                                | 50%  |
| <b>LANDSCAPE REVIEW</b>                 | LANDSCAPE AND NATURAL BUFFERS                                    | NA   |
| <b>DENSITY (MULTI-UNIT RESIDENTIAL)</b> | DENSITY (MIN. UNITS PER ACRE)                                    | 12   |
|                                         | DENSITY (MAX. UNITS PER ACRE)                                    | NA   |

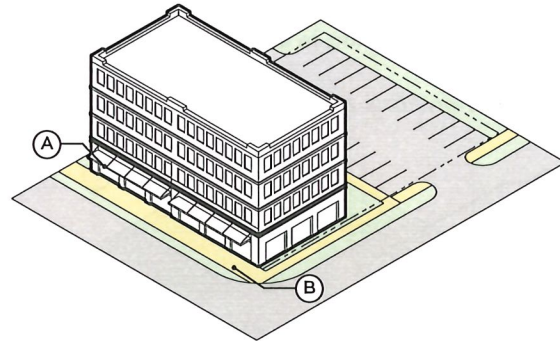
## DISTRICTS AND ZONES

### C. Height and Parking



|                                       |          |                                      |                                                                                                             |
|---------------------------------------|----------|--------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>HEIGHT</b>                         | <b>A</b> | BUILDING HEIGHT (MIN. FT.)           | 22                                                                                                          |
|                                       |          | BUILDING HEIGHT (MAX. FT.)           | 75; 40 townhouse; 60 apartment building                                                                     |
| <b>ACCESSORY STRUCTURE DIMENSIONS</b> |          | ACCESSORY BUILDING LOCATION          | NP                                                                                                          |
|                                       |          | ADU HEIGHT (MAX. FT.)                | NP                                                                                                          |
|                                       |          | ACCESSORY BUILDING HEIGHT (MAX. FT.) | NP                                                                                                          |
| <b>PARKING LOCATION</b>               |          | LOCATION                             | Interior of the development or structured parking                                                           |
| <b>SIGN REGULATIONS</b>               |          | PERMITTED SIGN TYPES                 | Commercial uses only - Any two of the following:<br>Awning, Monument, Projecting, Wall                      |
| <b>DESIGN</b>                         |          | DESIGN STANDARDS                     | Facade of natural materials similar in design, materials and color to majority of buildings in development. |
|                                       |          | SITE PLAN STANDARDS                  | See Chapter 1109.19 and Supplemental Regulations below.                                                     |

### D. Frontage



|                |           |          |
|----------------|-----------|----------|
| <b>ELEMENT</b> | SHOPFRONT | <b>A</b> |
|                | PATIO     | <b>B</b> |

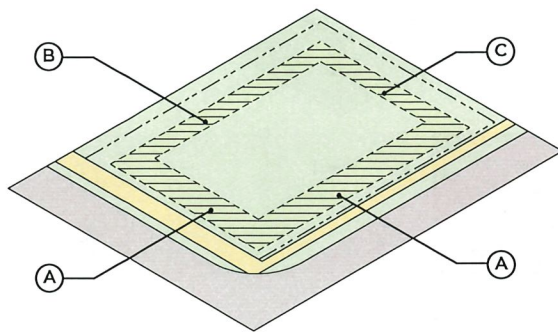


## REYNOLDSBURG ZONING CODE

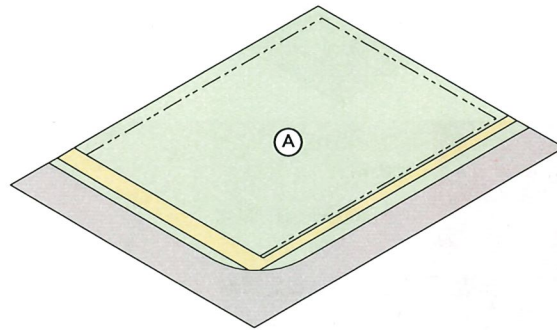
## III. Insight Zone Development Standards

The East Main Street District includes urban and some suburban typologies (Section IV Building Typologies) with off-street parking, driveway, or parking lot, in addition to instances of on-street, parallel parking.

## A. Lot Dimensions and Setbacks



## B. Lot Coverage



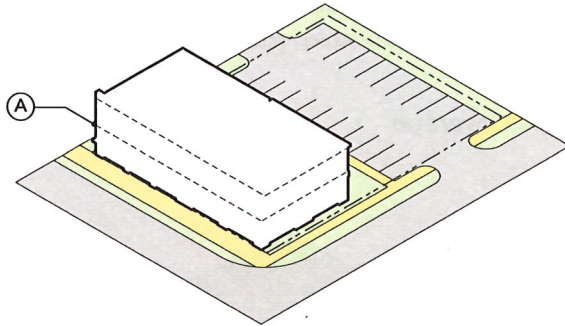
|                       |                                                  |                                               |
|-----------------------|--------------------------------------------------|-----------------------------------------------|
| <b>LOT DIMENSIONS</b> | LOT SIZE (MIN./MAX SQ. FT.)                      | NA                                            |
|                       | LOT WIDTH (MIN./MAX.)                            | NA                                            |
|                       | LOT DEPTH (MIN. FT.)                             | NA                                            |
|                       | LOT FRONTAGE (MIN. FT.)                          | NA                                            |
| <b>SETBACKS</b>       | <b>A</b> FRONT YARD SETBACK (MIN. FT.)           | 5 ft from ROW                                 |
|                       | <b>A</b> FRONT YARD SETBACK (MAX. FT.)           | 20 ft from ROW                                |
|                       | <b>B</b> SIDE YARD SETBACK (MIN. FT.)            | 5 ft from lot line; 10 feet between buildings |
|                       | <b>B</b> SIDE YARD SETBACK (MAX. FT.)            | NA                                            |
|                       | <b>B</b> SIDE YARD SETBACK (MIN. AGGREGATE. FT.) | 20                                            |
|                       | <b>C</b> REAR YARD SETBACK (MIN. FT.)            | 30                                            |
|                       | <b>C</b> REAR YARD SETBACK (MAX. FT.)            | NA                                            |

|                                         |                                                                  |     |
|-----------------------------------------|------------------------------------------------------------------|-----|
| <b>LOT COVERAGE/ OPEN SPACE</b>         | <b>A</b> LOT COVERAGE (MIN.)                                     | 50% |
|                                         | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC                   | 80% |
|                                         | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | 10% |
|                                         | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | 70% |
|                                         | OPEN SPACE (MIN.)                                                | 30% |
| <b>LANDSCAPE REVIEW</b>                 | OPEN SPACE (MAX.)                                                | 50% |
|                                         | LANDSCAPE AND NATURAL BUFFERS                                    | YES |
| <b>DENSITY (MULTI-UNIT RESIDENTIAL)</b> | DENSITY (MIN. UNITS PER ACRE)                                    | 8   |
|                                         | DENSITY (MAX. UNITS PER ACRE)                                    | 24  |

## DISTRICTS AND ZONES

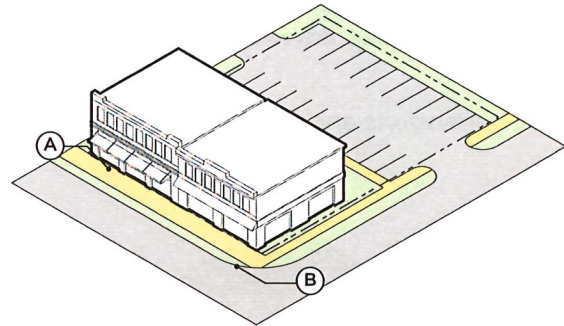
## INSIGHT ZONE SUPPLEMENTAL REGULATIONS

### C. Height and Parking



|                                       |          |                                      |                                                                                                             |
|---------------------------------------|----------|--------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>HEIGHT</b>                         | <b>A</b> | BUILDING HEIGHT (MIN. FT.)           | 22                                                                                                          |
|                                       |          | BUILDING HEIGHT (MAX. FT.)           | 60; 40 townhouse                                                                                            |
| <b>ACCESSORY STRUCTURE DIMENSIONS</b> |          | ACCESSORY BUILDING LOCATION          | NP                                                                                                          |
|                                       |          | ADU HEIGHT (MAX. FT.)                | NP                                                                                                          |
|                                       |          | ACCESSORY BUILDING HEIGHT (MAX. FT.) | NP                                                                                                          |
| <b>PARKING LOCATION</b>               |          | LOCATION                             | Rear or side yard, well-screened; private garages; structured parking                                       |
| <b>SIGN REGULATIONS</b>               |          | PERMITTED SIGN TYPES                 | Commercial uses only - Any two of the following:<br>Awning, Monument, Projecting, Wall                      |
| <b>DESIGN</b>                         |          | DESIGN STANDARDS                     | Facade of natural materials similar in design, materials and color to majority of buildings in development. |
|                                       |          | SITE PLAN STANDARDS                  | See Chapter 1109.19 and Supplemental Regulations below.                                                     |

### D. Frontage



|                |           |          |
|----------------|-----------|----------|
| <b>ELEMENT</b> | SHOPFRONT | <b>A</b> |
|                | PATIO     | <b>B</b> |



## REYNOLDSBURG ZONING CODE

The following supplemental regulations shall apply to all development in the Brice and Main Street and East Main Street Insight Zones. The intent of these regulations to promote the development of the City's auto-oriented corridors to allow for more residential development and access to employment opportunities. The standards and guidelines set forth herein are not intended to stifle innovative design. Instead, these regulations should serve as minimum standards and guidelines to ensure that new development and redevelopment advances the purposes described under this section.

## IV. Transit Supportive Development

- A. Enable bus stops, pullouts, shelters, and appropriate road geometry.
- B. Retail, office, institutional buildings provide convenient access to transit:
  - (1) Walkways connecting streets to buildings;
  - (2) Within ½ mile of transit stop: Bicycle facilities, including bicycle racks and areas for storing scooters; and
  - (3) At major transit stops:
    - i. Buildings located within 20 feet or provide pedestrian plaza;
    - ii. Reasonably direct connection to buildings;
    - iii. Accessibility for disabled persons;
    - iv. Easement or dedication for shelter if transit provider requests;
    - v. Lighting;
    - vi. Accommodations for seating or leaning;
    - vii. Bicycle facilities, including bike racks and areas for storing scooters.

## V. Exceptions and Reductions in Parking Standards

- A. There is no minimum number of required automobile parking spaces for uses within Brice and Main Street and East Main Street Insight Zones. The applicant may propose a parking standard that is different than the standard under 1105.01 Off-Street Parking and Loading for review and action by the Planning and Zoning Administrator.
  - (1) Site has a bus stop with frequent transit service located adjacent to it, and the site's frontage is improved with a bus stop waiting shelter, consistent with the standards of the applicable transit service provider: Allow up to a 20 percent reduction to the standard number of automobile parking spaces;
  - (2) Site has dedicated parking spaces for carpool or vanpool vehicles: Allow up to a 10 percent reduction to the standard number of automobile parking spaces;
  - (3) Site has dedicated parking spaces for motorcycles, scooters, or electric carts;
  - (4) Site has more than the minimum number of required bicycle parking spaces: Allow up to a 5 percent reduction to the number of automobile parking spaces.

## VI. Lot Coverage Bonus

- A. The Planning and Zoning Administrator, subject to review, may approve increases to the lot coverage standards as follows:

## DISTRICTS AND ZONES

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- (1) Lot coverage may increase by up to one-half square foot for every one square foot of proposed automobile parking area to be contained in a parking structure, either above or below leasable ground floor space (e.g., residential, commercial, or civic use), not to exceed a 20 percent increase in allowable coverage.
- (2) Lot coverage may increase by up to one-half a square foot for every one square foot of proposed parking area paving that uses a City-approved porous or permeable paving material (i.e., allowing stormwater infiltration).
- (3) Lot coverage may increase by up to one-half a square foot for every one square foot of City-approved water quality treatment area (e.g., vegetative swale or bio-filtration) to be provided on the subject site.
- (4) In approving increases in lot coverage under subsections i-iii of this section, the City may require additional landscape buffering or screening, above that which is required by other provisions of this code, and may impose reasonable conditions of approval to ensure the ongoing maintenance of parking areas and surface water management facilities.
- (5) Notwithstanding the lot coverage increases authorized by this section, all other development standards of this chapter, and other applicable provisions of this Code, must be met.



## REYNOLDSBURG ZONING CODE

## SECTION 1103.17

### SUBURBAN RESIDENTIAL ZONE (SR)

#### I. Purpose and Intent

A. The Suburban Residential (SR) Zone is intended to regulate all land in the city platted for medium-scale suburban single-unit residential development. The existing development pattern in the SR Zone is traditional single-family residential subdivisions with single-unit residential structures. The desired development pattern in the SR Zone is to accommodate multiple forms of single-family development, including attached single-family dwellings. New development in the SR Zone should also promote pedestrian connectivity and the retention of open space as an amenity. Where possible, new residential development should be connected to trail systems and within a half-mile walk from parks or significant open space.

#### II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

| DISTRICT USES     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED USES:   | <ul style="list-style-type: none"> <li>Community Facility - Park</li> <li>Community Facility - Trail</li> <li>Dwelling - Detached Single-family</li> <li>Library</li> <li>Residential Model Home</li> <li>School - Primary</li> <li>School - Secondary</li> </ul>                                                                                                                                                                                                                                                                                                                                                                |
| CONDITIONAL USES: | <ul style="list-style-type: none"> <li>Child Day Care - Center (See 1105.13(G))</li> <li>Child Day Care - In Home*</li> <li>Community Facility - Activity Center</li> <li>Community Facility - Outdoor Recreation</li> <li>Community Facility - Public Health Safety</li> <li>Dwelling - Assisted</li> <li>Dwelling - Attached Single-Family</li> <li>Dwelling - Developmental Disability</li> <li>Dwelling - Group</li> <li>Dwelling - Two Family</li> <li>Golf Course</li> <li>Private Club</li> <li>Religious Assembly</li> <li>Studio - Art</li> <li>Studio - Gymnastics/martial arts</li> <li>Visual Arts Center</li> </ul> |

*\* Subject to Home Occupation Regulations (see 1103.13(H))*

## DISTRICTS AND ZONES

### III. Development Standards

The Suburban Residential Zone includes the traditional suburban single-family detached and attached typologies with off-street parking in a garage, driveway, or parking space.

|                                  |                                                                   |     |
|----------------------------------|-------------------------------------------------------------------|-----|
| LOT DIMENSIONS                   | LOT SIZE (MIN. SQ. FT.)                                           | NA  |
|                                  | LOT SIZE (MAX. SQ. FT.)                                           | NA  |
|                                  | LOT WIDTH (MIN. FT.)                                              | 50  |
|                                  | LOT WIDTH (MAX. FT.)                                              | NA  |
|                                  | LOT DEPTH (MIN. FT.)                                              | 100 |
|                                  | LOT FRONTAGE (MIN. FT.)                                           | 50  |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                     | NA  |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                     | NA  |
| SETBACKS                         | FRONT YARD SETBACK (MIN. FT.)                                     | 20  |
|                                  | FRONT YARD SETBACK (MAX. FT.)                                     | NA  |
|                                  | SIDE YARD SETBACK (MIN. FT.)                                      | 5   |
|                                  | SIDE YARD SETBACK (MAX. FT.)                                      | NA  |
|                                  | SIDE YARD SETBACK (MIN. AGGREGATE. FT.)                           | NA  |
|                                  | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                            | NA  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                      | 30  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                      | NA  |
| HEIGHT                           | BUILDING HEIGHT (MIN. FT.)                                        | NA  |
|                                  | BUILDING HEIGHT (MAX. FT.)                                        | 35  |
| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                               | NA  |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC                    | 60% |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)* | 10% |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES       | NA  |
|                                  | OPEN SPACE (MIN.)                                                 | NA  |
|                                  | OPEN SPACE (MAX.)                                                 | NA  |

\*DETENTION PONDS INCLUDED IF DESIGNED AS AN AMENITY AND COMMUNITY FEATURE. (I.E. FENCING, LANDSCAPING, NATURAL FEEL)

## REYNOLDSBURG ZONING CODE

|                                      |                                         |                                                                                    |
|--------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | Rear yard, 3 feet from all lot lines; 10 feet from the house                       |
|                                      | ADU                                     | See Section 1105.05                                                                |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | 15                                                                                 |
| PARKING<br>LOCATION                  | LOCATION                                | Driveway leading to private attached or detached garage; no front yard parking     |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Temporary signs only                                                               |
| DESIGN                               | DESIGN STANDARDS                        | Single-family building types; For garage requirements, please see Section 1105.05. |
|                                      | SITE PLAN STANDARDS                     | For subdivision requirements, see Chapter 1111                                     |

## COMMON REGULATIONS

- v. It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the main use or main building served.
- vi. Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of Zoning and Building Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having a legally existing main use or main building.
- vii. Except as otherwise provided in this Zoning Code, an accessory structure:
  1. Shall not be located closer to any public right-of-way than the main building and shall not be located in the required front yard;
  2. Shall not be located closer than three feet (3FT) to any rear lot line and not closer than three feet (3FT) to any side lot line;
  3. Shall not be located closer than ten feet (10FT) to a main building;
  4. Shall not occupy more than twenty percent (20%) of the required rear yard;
  5. In residential districts, the lot coverage of accessory structures shall not be more than fifty percent (50%) of the finished floor area of the main structure;
  6. In commercial districts, open-sided accessory structures such as pergolas are permitted in the required front or side yard;
  7. Except for accessory dwelling units, where permitted, shall not contain facilities for dwelling purposes; and
  8. Shall not exceed fifteen feet (15FT) in height.
- viii. For the purposes of this section, a storage building equal to or less than fifty square feet (50SF) in area, not permanently attached to the ground, is not considered a structure. Only one (1) such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

### B. Garage Standards

- i. All garages in a residential district facing the street shall not be located more than eight (8) feet in front of the front façade of the structure.
- ii. **In the Suburban Residential District Only.** No garage door or combination of garage doors facing the street shall occupy more than sixty percent (60%) of the width of the ground level façade.

## SECTION 1105.06 RESIDENTIAL DESIGN STANDARDS

- A. **Purpose and Intent.** The following design standards are intended to enhance the character, aesthetics, and architectural consistency of residential development in the Suburban Residential (SR) and Residential Medium (RM) Districts.

## REYNOLDSBURG ZONING CODE

**B. Entry to Residential Buildings**

- i. Entries shall be visible from the front of the building and shall be connected to a paved driveway or sidewalk by a clearly delineated pedestrian walkway.
- ii. At least two building materials should be used for exterior walls (excluding trim and cornices) on all building facades with road frontage.

**C. Building Articulation and Openings**

- i. All dwellings must incorporate design features such as offsets, balconies, projections, recesses or covered entrances, windows, doors, window reveals, or similar elements to create horizontal and vertical relief and avoid box-like forms.
- ii. Incorporate at least three of the following features, consistent in design style, that provide articulation and design interest consistently throughout the project:
  - 1. Decorative trim elements that add detail and articulation, such as door surrounds with at least a two-inch depth, decorative eave detailing, belt courses;
  - 2. Pitched / variegated roof forms;
  - 3. Roof overhangs at least 12 inches deep;
  - 4. Variety in use of materials, especially at ground level stories, for detailing at porches / entry areas, paneling at bays or at special parts of the building;
  - 5. Building base (typically bottom three feet) that is faced with a stone or brick material, or is delineated with a channel or projection; and/or
  - 6. Railings with a design pattern and materials such as wood, metal, or stone which reinforces the architectural style of the building.

**D. Garage Standards**

- i. Side entry garages shall have windows on the front facing wall.
- ii. Garages in a residential district facing the street shall not be located more than eight (8) feet in front of the front façade of the structure.
- iii. For detached single-family only: No garage door or combination of garage doors facing the street shall occupy more than sixty percent (60%) of the width of the ground level façade.

**E. Driveway Standards**

- i. Driveways shall be located at least 3 feet away from the property line unless the driveway is extended into the nearest front private or public right of way.
- ii. Driveways are permitted to be 10 feet in width for each primary garage space.
- iii. No driveway is permitted to be located beyond the front setback line of the primary structure unless there is a side entry garage, in which case the garage may not extend beyond the rear of the primary structure.

**F. Building Orientation, Height, and Form**

- i. Divide massing of a structure by limiting building length, or designing buildings with two or more of the following special features to break up building bulk, including:
  - 1. Horizontal and vertical setbacks and stepbacks (instead of a long flat wall);
  - 2. Changes in roof form and height; and/or
  - 3. Major full-height recesses (typically at least 10 feet deep) along the length of the building that successfully break the building into smaller discrete masses.

## COMMON REGULATIONS

### F. Architectural Design/Materials

- i. Avoid combining structural and decorative characteristics from different architectural styles into a single building.
- ii. Incorporate the surrounding architecture when building in an established neighborhood.
- iii. Utilize durable, high-quality building materials that will last for the life of the building.
- iv. Use exterior siding materials such as stucco, wood siding, masonry, tile, wood shingles, metal panels, and glass panels. Vinyl siding and other plastic materials may be used only in conjunction with other natural materials. Scored plywood (T1-11 or similar), corrugated metal, and cinderblock used for exterior cladding are not permitted.

### G. Windows

- i. Design window recesses, window trim, and other window elements to create architectural interest. Incorporate at least one of the following window features throughout the project:
  1. Minimum depth of at least two inches from glass to exterior of trim;
  2. Minimum depth of at least six inches from glass to wall edge around windows if there is no trim (this is only appropriate for certain architectural styles such as Spanish Revival or Modern); and/or
  3. Decorative trim elements that add detail and articulation, such as window surrounds with at least a two-inch depth.

### H. Remodeling and Additions.

- i. Design remodeling projects and additions such that the exterior appearance of the building demonstrates design integrity in the following ways:
  1. Use complementary materials for exterior facades;
  2. Use window types that are similar in size, shape, and proportion of the windows on the original building and are characteristic for the architectural style; and/or
  3. Use consistent roof materials and roof forms.
- ii. Do not remove or cover high-quality original finish materials and ornamentation integral to the design integrity of the building.

## SECTION 1105.07 LANDSCAPING AND BUFFERING

### A. Purpose and Intent. These standards are intended to establish landscaping regulations that:

- i. Improve the aesthetic appearance of setback areas, common open space areas, public rights-of-way and off-street vehicular parking areas;
- ii. Encourage the preservation of existing trees and natural features;
- iii. Promote compatibility among different land uses;
- iv. Promote the use of generally accepted landscape design principles; and

## REYNOLDSBURG ZONING CODE

**Retail – Large format.** A retail establishment containing consumer goods that exceeds 20,000 square feet.

**Retail – Medium format.** A retail establishment containing consumer goods that is between 5,000 and 20,000 square feet.

**Retail – Pharmacy.** A business substantially devoted only to the sale of pharmaceutical items, supplies, and equipment such as prescription drugs.

**Retail – Shopping center – enclosed.** A group of commercial establishments planned, constructed, and managed as a total entity shopping center with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations, and protection from the elements.

**Retail – Shopping center – outdoor.** A group of commercial establishments planned, constructed, and managed as a total entity shopping center with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations, whereby access to individual shops requires outdoor access from a shared sidewalk or road.

**Retail – Small format.** A retail establishment containing consumer goods that is no greater than 5,000 square feet.

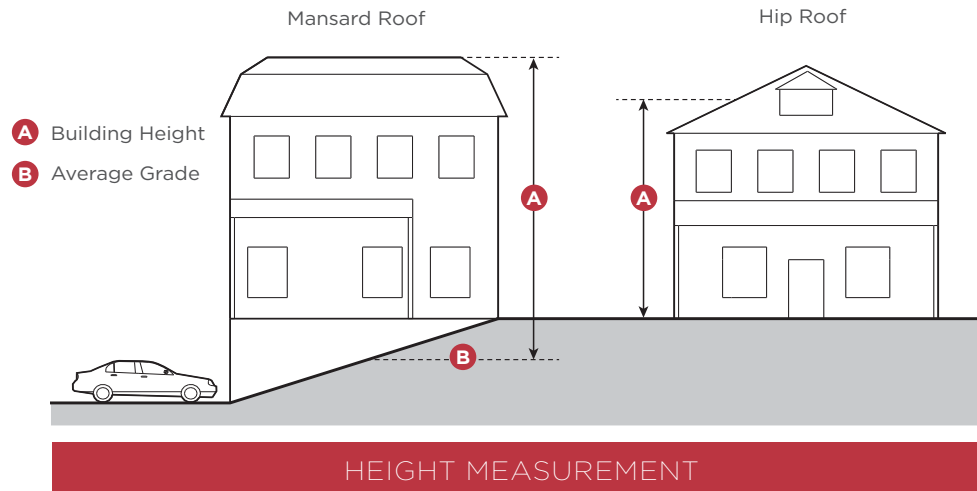
**Right-of-Way.** A strip of land taken or dedicated for use as a public **or private** way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting and drainage facilities, and may include special features (required by the topography or treatment) such as grade separation, landscaped area, viaducts and bridges.

**Road.** See “Street”.

**Routine Maintenance.** Work that is planned and performed on a routine basis to maintain and preserve the condition of the building or site including but not limited to painting, addition of awnings, roof repair, parking rehabilitation, and window replacement and treatment.



## INTRODUCTION AND HOW TO USE THIS CODE



### B. Measuring Distance

- i. When measuring a required distance, such as the minimum distance between a structure and a lot line, the measurement is made at the closest or shortest distance between them.

### C. Measuring Setbacks

- i. The front street setback is measured at a right angle from the **private and/or public** right-of-way line.
- ii. Where a lot extends through the block from street to street, the required front yard must be provided along each street.
- iii. The side street setback is measured at a right angle from the side street right-of-way line.
- iv. The rear setback is measured at a right angle from the rear lot line or the rear right-of-way or easement line where there is an alley. The rear lot line is the lot line opposite to the front street lot line. Where there is more than one front street, the Planning and Zoning Administrator will determine the rear lot line.
- v. All lot lines which do not front a street, side street or rear lot lines are considered side interior lot lines.

## DISTRICTS AND ZONES

### SECTION 1103.19 RESIDENTIAL MEDIUM ZONE (RM)

#### I. Purpose and Intent

A. The purpose of the Residential Medium (RM) Zone is to complement single-family residential development through the introduction of a more diverse range of housing options, including two-family buildings, townhomes, row houses, and apartments. Future development in the RM Zones should be well integrated with surrounding uses while allowing for more compact development to accommodate growth.

#### II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

| DISTRICT USES     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED USES:   | <ul style="list-style-type: none"> <li>Community Facility - Activity Center</li> <li>Community Facility - Outdoor Recreation</li> <li>Community Facility - Park</li> <li>Community Facility - Public Health Safety</li> <li>Community Facility - Trail</li> <li>Dwelling - Attached Single-Family</li> <li>Dwelling - Detached Single-family</li> <li>Dwelling - Multi-Unit Building</li> <li>Dwelling - Multi-Unit Building Complex</li> <li>Dwelling - Two-family</li> <li>Library</li> <li>Dwelling - Nursing</li> <li>School - Primary</li> <li>School - Secondary</li> <li>Tiny House</li> </ul> |
| CONDITIONAL USES: | <ul style="list-style-type: none"> <li>Child Day Care - In Home*</li> <li>Dwelling - Assisted</li> <li>Dwelling - Development Disability</li> <li>Dwelling - Group</li> <li>Overnight Lodging - Bed and Breakfast</li> </ul>                                                                                                                                                                                                                                                                                                                                                                          |

*\* Subject to Home Occupation Regulations (see 1103.13(H))*

## REYNOLDSBURG ZONING CODE

## III. Development Standards

The Residential Medium Zone includes the traditional suburban single-family detached, attached, two-family, townhouse, and apartment building typologies with off-street parking in a garage, driveway, or parking space.

|                                         |                                                                   |                                                                |
|-----------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------|
| <b>LOT DIMENSIONS</b>                   | LOT SIZE (MIN. SQ. FT.)                                           | NA                                                             |
|                                         | LOT SIZE (MAX. SQ. FT.)                                           | NA                                                             |
|                                         | LOT WIDTH (MIN. FT.)                                              | 50                                                             |
|                                         | LOT WIDTH (MAX. FT.)                                              | NA                                                             |
|                                         | LOT DEPTH (MIN. FT.)                                              | 100                                                            |
|                                         | LOT FRONTAGE (MIN. FT.)                                           | 50                                                             |
| <b>DENSITY (MULTI-UNIT RESIDENTIAL)</b> | DENSITY (MIN. UNITS PER ACRE)                                     | NA                                                             |
|                                         | DENSITY (MAX. UNITS PER ACRE)                                     | 24                                                             |
| <b>SETBACKS</b>                         | FRONT YARD SETBACK (MIN. FT.)                                     | 20                                                             |
|                                         | FRONT YARD SETBACK (MAX. FT.)                                     | NA                                                             |
|                                         | SIDE YARD SETBACK (MIN. FT.)                                      | 8                                                              |
|                                         | SIDE YARD SETBACK (MAX. FT.)                                      | NA                                                             |
|                                         | SIDE YARD SETBACK (MIN. AGGREGATE. FT.)                           | 20                                                             |
|                                         | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                            | NA                                                             |
|                                         | REAR YARD SETBACK (MIN. FT.)                                      | 30                                                             |
|                                         | REAR YARD SETBACK (MIN. FT.)                                      | NA                                                             |
| <b>HEIGHT</b>                           | BUILDING HEIGHT (MIN. FT.)                                        | NA                                                             |
|                                         | BUILDING HEIGHT (MAX. FT.)                                        | 35 single-family, two-family, townhouse; 42 apartment building |
| <b>LOT COVERAGE/ OPEN SPACE</b>         | LOT COVERAGE (MIN.)                                               | NA                                                             |
|                                         | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC                    | 60%                                                            |
|                                         | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)* | 10%                                                            |
|                                         | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES       | NA                                                             |
|                                         | OPEN SPACE (MIN.)                                                 | NA                                                             |
|                                         | OPEN SPACE (MAX.)                                                 | NA                                                             |

\*DETENTION PONDS INCLUDED IF DESIGNED AS AN AMENITY AND COMMUNITY FEATURE. (I.E. FENCING, LANDSCAPING, NATURAL FEEL)

## DISTRICTS AND ZONES

|                                      |                                         |                                                                                                         |
|--------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | Same as primary                                                                                         |
|                                      | ADU                                     | See Chapter 1105.05                                                                                     |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | 20                                                                                                      |
| PARKING<br>LOCATION                  | LOCATION                                | Driveway leading to private attached or detached garage; rear<br>yard                                   |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Temporary signs only; monument sign for each frontage                                                   |
| DESIGN                               | DESIGN STANDARDS                        | Single-unit attached and detached building types; For garage<br>requirements, please see Section 1105.0 |
|                                      | SITE PLAN STANDARDS                     | See site plan review, Chapter 1109.19                                                                   |
| LANDSCAPE<br>REVIEW                  | LANDSCAPE AND NATURAL<br>BUFFERS        | NA                                                                                                      |

## REYNOLDSBURG ZONING CODE

## SECTION 1103.13 OLDE REYNOLDSBURG NEIGHBORHOOD DISTRICT (ORD-N)



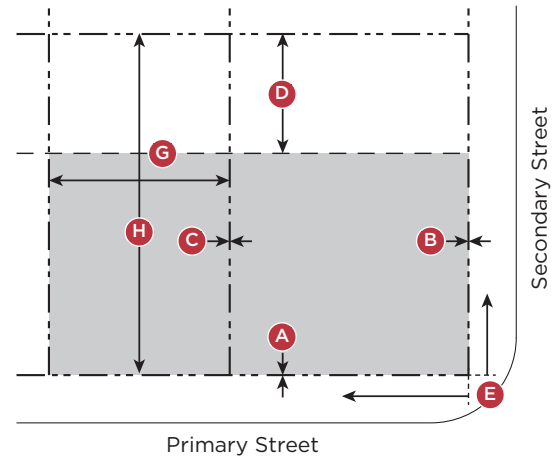
Image: Aerial view of the Old Reynoldsburg Neighborhood District

### Key for Diagrams

-- Lot Line

- - - - - Setback Line

Buildable Area



### A. INTENT

Because of its location adjacent to the in the Olde Reynoldsburg Neighborhood District (ORD-N) future development should support a more diverse range of housing options and should be well integrated with surrounding uses while allowing for more compact development to accommodate smaller household sizes, an aging population, and a growing number of households without children. Multi-unit buildings with common open spaces are encouraged where appropriate. Developments may include a range of housing options with different price points and styles including stacked flats, higher density single-family, row houses, and apartments. Reduced setbacks, improved streetscapes, and smaller blocks all contribute to improved walkability.

### B. ALLOWED BUILDING TYPES

The building types allowed in the ORD-N are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the minimum building type and setback dimensions. See Chapter 1103.27 (Building Types) for detailed design standards.

#### ALLOWED BUILDING TYPES

|                                 |                               |
|---------------------------------|-------------------------------|
| Detached Single-Family Building | Small Flex Retail Building    |
| Attached Single-Family Building | Institutional Flex Building   |
| Duplex Building                 | Community Center Building     |
| Multi-Unit Building             | ADU (Accessory Dwelling Unit) |

### C. BUILDING PLACEMENT

#### Setback

|                         |         |   |
|-------------------------|---------|---|
| Front                   | 5' min  | A |
| Side Street, corner lot | 5' min  | B |
| Side                    | 5' min  | C |
| Rear                    | 30' min | D |
| Lot Coverage            | 70%     |   |

#### Building Form

|              |         |   |
|--------------|---------|---|
| Lot Width    | 35' min | G |
| Lot Depth    | NA      | H |
| Lot Frontage | 35' min | E |

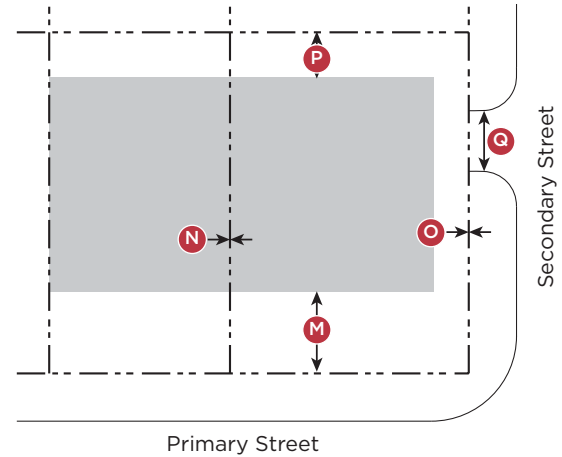
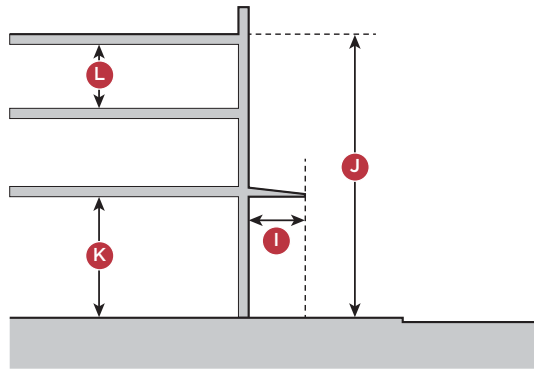
#### Notes

All floors must have a primary ground-floor entrance facing the primary or side street.

Rear-facing buildings, loading docks, overhead doors, and other service entries are prohibited on primary street-facing facades.

Any buildings over 75' in width must be articulated with a demising line or designed to read as a series of buildings no wider than 75' each.

## DISTRICTS AND ZONES



### Key for Diagrams

--- Lot Line

--- Setback Line

Buildable Area

### D. BUILDING FORM

Each proposed building in the ORD-N District shall comply with the following building form standards.

#### 1. Encroachments into Setback

The following encroachments are allowed within the ORD-N District, subject to applicable frontage type standards. See this Chapter 1103.31 (Frontage Typologies).

| Location    |         |   |
|-------------|---------|---|
| Front       | 10' max | I |
| Side        | 5' max  | I |
| Side Street | 8' max  | I |
| Rear        | 0'      | I |

#### Notes

Canopies, Awnings, and balconies may encroach over the setback on the street sides and into the setback on the rear. Only balconies are allowed at the rear encroachment.

#### 2. Height

|                   |   |
|-------------------|---|
| 35' max           | J |
| 2 1/2 stories max | J |

#### 3. Required Frontage Type\*

|             |           |
|-------------|-----------|
| Porch       | Yard      |
| Stoop       | Forecourt |
| Raised Yard |           |

### Notes

See this Chapter (Frontage Typologies) for descriptions and requirements.

### E. Parking Placement

Off-street parking shall be located in compliance with the following setback standards. See Chapter 1103.31 (Frontage Typologies) for applicability of frontage types associated with street-side parking.

| Location (Distance from Property Line) |         |  |
|----------------------------------------|---------|--|
| Front Setback                          | 20' min |  |
| Side Setback                           | 0' min  |  |
| Side Street Setback                    | 5' min  |  |
| Rear Setback                           | 5' min  |  |

### Notes

Unless parking space is located in the driveway of a single-family or two-family dwelling.

## REYNOLDSBURG ZONING CODE

**F. Frontage Types**

See Chapter 1103.31 (Frontage Type Standards) for detailed standards for each frontage type.

| Frontage Type | Primary Street | Secondary Street | Reference   |
|---------------|----------------|------------------|-------------|
| Shopfront     | Allowed        | Allowed          | 1103.31 (A) |
| Patio         | Allowed        | Allowed          | 1103.31 (B) |
| Yard          | Allowed        | Allowed          | 1103.31 (C) |
| Raised Yard   | Allowed        | Allowed          | 1103.31 (D) |
| Porch         | Allowed        | Allowed          | 1103.31 (E) |
| Stoop         | Allowed        | Allowed          | 1103.31 (F) |
| Terrace       | Allowed        | Allowed          | 1103.31 (G) |
| Forecourt     | Allowed        | Allowed          | 1103.31 (H) |
| Streetwall    | Allowed        | Allowed          | 1103.31 (I) |

**G. Allowed Open Space Types**

The open space types allowed in the ORD-N are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the minimum open space type and setback dimensions. See Chapter 1103.29 (Open Space Typologies) for detailed standards

| Allowed Open Space Types | Reference   |
|--------------------------|-------------|
| Nature                   | 1103.29 (J) |
| Greenway and Trail       | 1103.29 (A) |
| Square                   | 1103.29 (C) |
| Green                    | 1103.29 (D) |
| Passage                  | 1103.29 (E) |
| Park                     | 1103.29 (F) |
| Sport Field              | 1103.29 (G) |
| Pocket Park              | 1103.29 (I) |
| Pocket Plaza             | 1103.29 (H) |

**H. Allowed Land Uses and Permit Requirements**

1. The land uses allowed by this Code are listed in Table 1103B (Allowed Land Uses and Permit Requirements) below, together with the type of planning permit required for each use. Each land use listed in Table 1103B (Allowed Land Uses and Permit Requirements) is defined in Chapter 1113 (Glossary of Terms).

## 2. Establishment of an Allowable Use

a. Any one or more land uses allowed in Table 1103B (Allowed Land Uses and Permit Requirements) may be established on any lot within the district, subject to the planning permit requirement listed in the Table, and in compliance with all applicable requirements of this Code.

b. Where a project on a single lot includes two or more of the land uses listed in the Table, the overall project will be subject to the highest permit level required by the Table for any individual use.

c. A land use that is not listed in Table 1103B and is determined by the Director to not be included in the definition listed in Chapter 1113 (Glossary of Terms), is not allowed, unless the Director finds that the proposed use is similar to, compatible with, and will not involve a greater intensity than a listed use and such use is consistent with the purposes of the zone, the Comprehensive Plan, and any applicable City plan.



## DISTRICTS AND ZONES

**TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS**

| Land Use Type | Permit Required by Zone | Specific Use Regulations |
|---------------|-------------------------|--------------------------|
|               | ORD-N                   |                          |

### ANIMAL SERVICES

|            |   |  |
|------------|---|--|
| Veterinary | C |  |
|------------|---|--|

### CONGREGATION

|                                               |   |  |
|-----------------------------------------------|---|--|
| Event Center - Private Events and Conferences | C |  |
| Religious Assembly                            | P |  |

### CULTURAL

|                    |   |  |
|--------------------|---|--|
| Library            | P |  |
| Live Theater       | C |  |
| Museum             | C |  |
| Visual Arts Center | P |  |

### DWELLING

|                                        |   |  |
|----------------------------------------|---|--|
| Dwelling - Assisted                    | P |  |
| Dwelling - Attached Single-Family      | P |  |
| Dwelling - Detached Single-Family      | P |  |
| Dwelling - Group                       | P |  |
| Dwelling - Multi-Unit Building         | C |  |
| Dwelling - Multi-Unit Building Complex | C |  |
| Dwelling - Nursing                     | P |  |
| Dwelling - Two-family                  | P |  |
| Dwelling - Developmental Disability    | P |  |

**TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS**

| Land Use Type | Permit Required by Zone | Specific Use Regulations |
|---------------|-------------------------|--------------------------|
|               | ORD-N                   |                          |

### FOOD AND BEVERAGE

|                                        |   |                                    |
|----------------------------------------|---|------------------------------------|
| Bakery - Retail                        | P |                                    |
| Beverage - Brewing and Distilling      | C | Produces less than 15,000 barrels. |
| Food Sales - Farm Market               | P |                                    |
| Food Sales - Small Format Grocery      | P | See definition                     |
| Food Service - Full Service Restaurant | C |                                    |

### EDUCATION

|                              |   |  |
|------------------------------|---|--|
| School - College/ University | C |  |
| School - Primary             | C |  |
| School - Secondary           | C |  |
| School - Trade               | C |  |

### HEALTH / WELLNESS

|                                            |   |  |
|--------------------------------------------|---|--|
| Health and Wellness - Clinic               | C |  |
| Health and Wellness - Fitness Facility/Gym | C |  |
| Health and Wellness - Massage              | P |  |
| Health and Wellness - Physical Therapy     | P |  |

## REYNOLDSBURG ZONING CODE

**TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS**

| Land Use Type | Permit Required by Zone | Specific Use Regulations |
|---------------|-------------------------|--------------------------|
|               | ORD-N                   |                          |

**MANUFACTURING / PROCESS / INNOVATION**

|                         |   |  |
|-------------------------|---|--|
| Manufacturing - Artisan | P |  |
|-------------------------|---|--|

**MEDICAL**

|                                |   |  |
|--------------------------------|---|--|
| Medical - Clinic               | C |  |
| Medical - Office               | C |  |
| Office - Professional Services | C |  |

**PERSONAL SERVICES**

|                                   |   |  |
|-----------------------------------|---|--|
| Personal Care and Beauty Services | C |  |
|-----------------------------------|---|--|

**RECREATION**

|                                  |   |  |
|----------------------------------|---|--|
| Studio - Art                     | P |  |
| Studio - Gymnastics/martial arts | P |  |

**RESIDENT AND CHILD CARE**

|                          |   |                |
|--------------------------|---|----------------|
| Child Day Care - Center  | P | See 1105.13(G) |
| Child Day Care - In Home | P | See 1105.13(H) |

**SALES AND EXHIBITION**

|                   |   |                                                                          |
|-------------------|---|--------------------------------------------------------------------------|
| Antique Shop      | C | 80 percent of goods must be 30 years or older or have collectible value. |
| Gallery - Art     | P |                                                                          |
| Retail - Boutique | P |                                                                          |
| Garden Center     | C |                                                                          |

**TOURISM / VISITING**

|                                       |   |                     |
|---------------------------------------|---|---------------------|
| Overnight Lodging - Bed and Breakfast | P |                     |
| Overnight Lodging - Boutique Hotel    | C | Fewer than 30 rooms |

|                 |   |
|-----------------|---|
| Allowable Use   | P |
| Conditional Use | C |

**VIV. Design Guidelines for Olde Reynoldsburg****A. Purpose**

The purpose of this section is to:

- (1) protect and enhance the Olde Reynoldsburg Commercial District's (ORD-C) unique aesthetic character;
- (2) support high quality streets and public spaces;
- (3) encourage architecture that blends harmoniously with the natural surroundings and neighboring development;
- (4) safeguard property values and long-term economic assets; and
- (5) carefully preserve the character the District's historic character while permitting appropriate growth.
- (6)

**B. Intent and Applicability**

These design guidelines shall apply to non-residential development in the ORD-N and ORD-C and are not intended to stifle innovative design or creativity. Instead, these design guidelines are intended to serve as the minimum standards applicable to non-residential development to ensure that new development and redevelopment satisfied the purposes of the Olde Reynoldsburg Districts as described herein. These design guidelines shall be applied by the Planning Commission in conjunction with its review of applications for Certificates of Appropriateness as described under Chapter 1109.21 hereof.

**C. General Standards**

- (1) **Size, Mass and Scale:** The scale of

## COMMON REGULATIONS

6. No temporary special use shall be permitted if it reduces the parking on a lot by greater than twenty-five percent (25%).
  - v. **Vacant Lots.** When the proposed temporary special use is to be conducted on an otherwise vacant or unused lot, the use shall comply with all applicable zoning regulations for the district.
  - vi. **Accessory Structures.** Tents and other temporary structures are subject to building permits and other regulation by the Building Division.
  - vii. **Variance.** The Planning and Zoning Administrator or the Board of Zoning and Building appeals shall have the power to vary the time periods of and add other conditions to an approved permit as deemed necessary by the Planning and Zoning Administrator or the Board of Zoning and Building Appeals in order to further the intent of the Zoning Code or otherwise protect the public health, safety, and general welfare.
- B. Special Events and Community Activities.** The following regulations apply to the approval and operation of special events and community activities.
- i. **Exceptions.** A temporary special land use permit shall not be required for special event or community activity permitted or organized through the Parks and Recreation Department or Public Safety Department.
  - ii. **Exceptions—Open Space Districts.** A temporary special land use permit shall not be required for a special event or community activity associated with a permitted semi-public use in Open Space/Schools District provided that the special event or festival meets the following conditions:
    1. The special event or festival takes place entirely on the lot or parcel associated with the existing approved semi-public use.
    2. The special event or festival is no longer than three (3) consecutive days and that there are no more than two (2) such events or festivals at a given location within a calendar year.
  - iii. **Exceptions—Non-Profit or Charitable Organizations.** A temporary special land use permit shall not be required for a special event or community activity conducted on a commercial parcel that is organized by a non-profit or charitable organization. No more than two (2) such events shall be conducted by the same organization at the same location within a calendar year.
  - iv. **Applicability.** Except as otherwise provided herein, the Planning and Zoning Administrator may require temporary special land use permit for any other type of special event.
  - v. **Accessory Structures.** Tents and other temporary structures for festivals and special events are subject to building permits and other regulation by the Building Division.
- C. Regulations Applicable to Swimming Pools, Fish Ponds, and Water Parks.** A swimming pool, fish pond, or water park shall conform with all yard and setback requirements for accessory structures in the district in which it is located, as well as the following requirements.
- i. **Private Swimming Pool.** A private swimming pool, where in-ground or above-ground shall be permitted in any commercial, mixed-use or residential district as an accessory use provided that it complies with the following conditions and requirements:
    1. Use. The pool shall be intended and used solely for the enjoyment of the occupants of the main use of the lot on which it is located.

## REYNOLDSBURG ZONING CODE

2. The pool, including any walks or paved areas or accessory structures adjacent thereto, shall not be located closer than ten feet (10') to any lot line, **shall not be closer than 10' from the principle structure and any accessory structures**, and shall not be closer to any frontage than a distance ten feet (10') greater than the setback required for a principal building.
  3. The area of the swimming pool, exclusive of decks, walks, and other appurtenances, shall not exceed ten percent (10%) of the area of the lot.
  4. No lights, diving board, or other equipment or accessory shall project more than ten feet (10') above the average finished grade of the pool site.
  5. **In ground pools are required to have a fence around the pool or the property, minimum height of 4 feet with a locking gate. Above ground pools are required to have a fence around the pool or the property, minimum height of 4 feet with a locking gate or a removable ladder that is able to be locked up.**
  6. A swimming pool shall be installed or constructed subsequent to and in conformance with the regulations of the Building Code and a permit issued by the Building Inspector. The Building Inspector shall not issue any permit for a swimming pool until he has submitted the application for a swimming pool to the Zoning Officer who shall determine compliance with the Zoning Code and issue a zoning certificate.
- ii. Community or Club Swimming Pool.** A community or club swimming pool means any pool constructed by an association of property owners or by a private club for use and enjoyment by members of the association or club and their families. Community and club swimming pools are permitted in any district, but shall comply with the following conditions and requirements:
1. A community or club swimming pool shall be intended and used solely for the enjoyment of the members, their families and guests, and guests of the association or club under whose ownership or jurisdiction the pool is operated.
  2. A community or club swimming pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than one hundred feet (100') to any lot line.
  3. A community or club swimming pool and all of the area used by the bathers, including all adjacent deck areas, shall be so walled or fenced as to prevent uncontrolled access by children.
- iii. Fish Pond, Water Garden.** A body of water designed and used as a fish pond or as a water garden shall conform with all yard and setback requirements for accessory structures in the district in which it is located, as well as the following requirements.
1. Water depth shall not exceed twenty-four inches (24") unless enclosed by a fence forty- eight inches (48") in height with a locking gate.
  2. Water surface area shall not exceed one hundred (100) square feet.
- D. Portable Temporary Storage Units.** A zoning certificate shall be obtained from the Zoning

Administrator prior to the placement of a portable temporary storage unit on a property when the unit will be on the property for a period of more than seven days. No more than one unit is permitted on a property at any given time, the duration of which shall not exceed a period of fourteen days total. The unit must be placed on a hard surface (not grass), and must be on the property for which it is being used. The use of these units shall be limited to no more than twice in any twelve month period. Permission to exceed these limitations may be granted by the Board of Zoning and Building Appeals. A portable temporary storage units is not permitted as a permanent accessory structure regardless of the proposed location of the unit on a parcel.

**Parks & Recreation Dept.****Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**


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**DATE:**           **April 11, 2022**

**TO:**             **Development, Parks and Recreation Committee**

**RE:**             **Schematic Contract for Development of Brice Park**

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Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension:      Emergency

Reason For Emergency:      Financial needs of the City's government

Brice Park development is a collaboration between the City of Columbus and the City of Reynoldsburg to create a passive park at 1455 Brice Road, Reynoldsburg, OH.

EMH&T will provide program verification and schematic design for the first phase of this project for \$69,270.00. Requesting emergency passage after the third reading on April 25th.

Additional contracts will be forthcoming for the remaining phases of the development of Brice Park

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT  
WITH EMH&T FOR PROGRAM VERIFICATION AND SCHEMATIC DESIGN FOR  
THE BRICE PARK DEVELOPMENT, APPROPRIATING FUNDS THEREFOR, AND  
DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg is working in a collaborative effort with the City of Columbus to develop a passive park at 1455 Brice Road; and

**Parks & Recreation Dept.****Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone**

WHEREAS, as part of that collaboration, the City of Reynoldsburg will be responsible for the development and design of the park; and

WHEREAS, the Ordinance will direct the City engineering firm of EMH&T to complete program verification and schematic design for this project

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T, in the amount of \$69,270.00, for program verification and schematic design of this project.

SECTION 2. That \$69,270.00 be appropriated from the unappropriated American Recovery Plan Fund and appropriated to account number 206.000.5529 Miscellaneous Distributions.

SECTION 3. That when the City of Columbus reimburses the Reynoldsburg for these expenses, an amount of \$69,270.00 be appropriated to the unappropriated American Recovery Plan Fund (206).

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and further that the agreement be completed to finalize agreements with the City of Columbus; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon the signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

January 21, 2022

Ms. Donna Bauman  
 Director of Parks and Recreation  
 City of Reynoldsburg  
 7232 East Main Street  
 Reynoldsburg, OH 43068

**Subject:** Proposal for Brice Road Park – Program Verification and Schematic Design

Dear Ms. Bauman,

EMH&T is pleased to present a proposal for program verification and schematic design of Brice Park. This improvement is in collaboration with the City of Columbus and has a total park budget of up to \$2 Million excluding any additional property acquisitions. As previously discussed, EMH&T would like to provide design services to the City of Reynoldsburg using a phased approach for this project. The purpose of this first phase of planning, landscape architecture, and engineering services is focused on verifying the key items that will be included in the project and developing a schematic design with budgetary level cost estimates. The objective of this phase is to develop an updated master plan and establish a detailed schedule and budget for future improvements in Brice Park. The future phase(s) of professional services will include topographic survey, detailed final engineering, and bidding services for the improvements that are more clearly defined through this scope of services.

## PROJECT UNDERSTANDING

We understand that park improvements will include the following:

- The redevelopment of +/- 10.78 acres of passive parkland owned by the City of Columbus, but located in the City of Reynoldsburg near 1400 Brice Road (See Exhibit A)
- The preparation of an updated master plan for the park containing program elements such as walking trails, outdoor classroom space, nature-based play spaces, interpretive and educational opportunities throughout, boardwalks and overlooks pavilions and native planting areas.
- A redesign of the storm water features is not part of this scope of services. We will design around the storm water features as they currently exist.
- Sensitivity toward accessibility will remain a consistent theme throughout the design effort.
- Enhancement of the surrounding area through the use of topography, plant material, lighting, water and vertical architectural elements will be incorporated into the circulation network, seating areas and designed passive areas when applicable.
- The schematic level design effort will be a collaborative effort led by EMH&T with OHM providing support. Project oversight and communication will be provided by EMH&T.
- This scope of services includes a revised schematic level master plan for the entire park to help determine the appropriate phased improvements based on the available project budget.



## SCOPE OF SERVICES

The EMH&T / OHM design team will work with the City to complete the following scope of work with the final deliverable being a schematic design package.

1. Program Verification: EMH&T will work with the City of Reynoldsburg to identify the key members of staff and/or the community that should be included in our planning workshops and meetings. We anticipate the following meetings taking place during the program verification and schematic design phase of the project. These can be completed in-person or virtually, whichever the City prefers.
  - a. Kick-off Meeting: EMH&T will conduct a project kick-off meeting with City staff, our subconsultant-OHM Advisors, and the City of Columbus project representative to discuss the City's goals for the project, our schedule, and review our scope of services.
  - b. Engagement and Master Planning Workshop: EMH&T and OHM will participate in up to two virtual or in-person design workshops. The goal of these meetings is to refine the previously prepared master plan, discuss project opportunities and challenges, review infrastructure needs and support, and verify critical elements which are to be included in the final design.
    - i. Meeting agendas will be prepared and distributed prior to meetings
    - ii. Meeting summaries will be prepared and distributed within one week following each meeting. The summaries will include a list of action items that resulted from each meeting.
    - iii. Following the workshop phase, we will prepare a revised master plan with budgetary level cost estimates, which will be used to determine which park elements will advance into schematic design.
2. Schematic Design: Working with the City, the EMH&T team will utilize the revised Master Plan as the 'basis of design' and begin creating the schematic design package (30% drawings). The design package will illustrate and describe any refinements of the scope, relationships, forms, sizes, quantities, finishes, and appearance by means of plans including specifications that identify major materials and systems.
  - a. Schematic design will be completed using GIS and record plan data. EMH&T will prepare an electronic base map that incorporates City GIS, County topography, and record plan data (provided by Columbus) as a starting point for this design effort.
  - b. A schematic site plan will be developed to show the layout of parking, shelter, restroom, walking path, boardwalk, nature play, landscape areas, etc.
  - c. Details and/or inspirational images will be provided for architectural features such as the shelter house and restroom facility to gain perspective and refine budgets as needed to satisfy City expectations.
  - d. EMH&T will develop a preliminary utility and infrastructure plan to support the park improvements. Concepts for stormwater management, water supply, sanitary sewer, and electrical service will be developed.
  - e. Auditor's topographic data will be used to identify any critical areas for grading and to determine if there is a need to incorporate retaining walls or any significant site grading improvements.
  - f. Preliminary demolition and tree clearing plans will be prepared.
  - g. Preliminary landscape planting plans will be developed.
  - h. EMH&T and OHM will develop a preliminary opinion of probable cost at the conclusion of the schematic design phase.
  - i. EMH&T will present the draft schematic design to the City and other key stakeholders in a meeting. Comments and feedback received will be incorporated into a final schematic design, which will be advanced into the design development and construction document stage under a future scope of services.

January 21, 2022

The Scope of Services does not include the following items:

1. Geotechnical or environmental studies and reports
2. Permit application or permit fees including, but not limited to environmental permitting, floodplain permitting, etc.
3. Topographic survey and construction plans will be prepared under a separate, future project.
4. A scope and fee for construction management and inspection services will be offered to the City once the project has been bid.

#### **SCHEDULE**

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

#### **FEE**

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

#### **Fee Summary Table**

|                      |          |
|----------------------|----------|
| Program Verification | \$18,600 |
| Schematic Design     | \$50,760 |
| Total Fee            | \$69,270 |

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

Invoices will be submitted monthly and EMH&T services will be billed according to our contracted rate schedule.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Ryan M. Andrews, PE

Copy: Jim Dzikowicz, EMH&T

Attachment: Brice Park--EMH&T (Program Verification and Schematic Design Brice Park)

**Acceptance and Authorization to Proceed:****APPROVED – CITY OF REYNOLDSBURG, OHIO**

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Authorized Signature

---

PO Number

---

Print Name/Date

EXHIBIT A  
1455 BRICE RD.



Parcel ID: 060-001274-00

Attachment: Brice Park--EMH&T (Program Verification and Schematic Design Brice Park)

## **Development Department**

**Aerin Ledbetter**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**Phone**

## **ORDINANCE REQUEST**

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**DATE:**           **April 11, 2022**

**TO:**             **Development Department**

**RE:**             **Eastwood Development Final Plat**

---

Approval:

|                         |                        |               |
|-------------------------|------------------------|---------------|
| Completed<br>Joe Begeny | Skipped<br>Chris Shook | Stephen Cicak |
|-------------------------|------------------------|---------------|

### **AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE EASTWOOD DEVELOPMENT**

**WHEREAS**, Wilcox Communities LLC has submitted the Eastwood Development final plat for approval consisting of 58.407 acres; and

**WHEREAS**, the Planning Commission met on March 3, 2022, reviewed, and approved the development plan for the Eastwood Development.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:**

**SECTION 1:** That the Final Plat for the Eastwood Development particularly described as follows:

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, and in Section 9, Township 16, Range 20, Refugee Lands, containing 58.407 acres of land.

**Development Department****Aerin Ledbetter****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone**

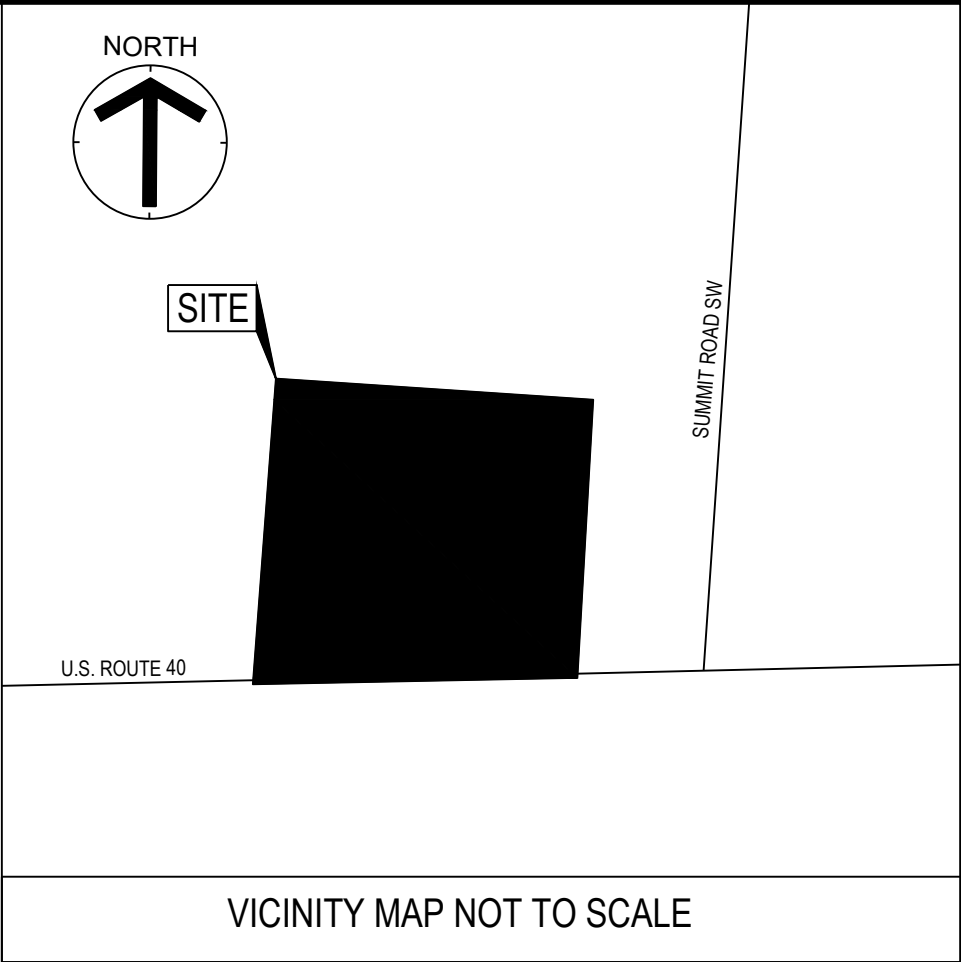
**SECTION 2:** That the City Engineer has certified the Eastwood Development will meet all requirements of storm water and design requirements.

**SECTION 3:** That the final plats for the Eastwood Development are attached to this Ordinance as Exhibit A and are made a part herein.

**SECTION 4:** That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.



EASTWOOD  
STATE OF OHIO, COUNTY OF LICKING, CITY OF REYNOLDSBURG  
BEING A PART OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 16, RANGE 20, REFUGEE LANDS



SITUATE IN THE STATE OF OHIO, COUNTY OF LICKING, CITY OF REYNOLDSBURG, BEING A PART OF OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 16, RANGE 20, REFUGEE LANDS AND BEING 58.407 ACRES OF LAND AS CONVEYED TO EASTWOOD DEVELOPMENT PARTNERS, LLC, OF RECORD IN INSTRUMENT NUMBER 202108160024662, BEING OF RECORD IN THE RECORDER'S OFFICE, LICKING COUNTY, OHIO.

THE UNDERSIGNED, EASTWOOD DEVELOPMENT PARTNERS, LLC, BY JONATHAN WILCOX, MANAGING MEMBER OF THE LAND PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS ITS "EASTWOOD A SUBDIVISION CONTAINING LOTS NUMBERED 1-6 INCLUSIVE, AND DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATE TO PUBLIC USE AS SUCH ALL OF "EAST MAIN STREET", "EASTWOOD DRIVE" AND "LITTLE JORDAN WAY" AS SHOWN HEREON AND NOT HERETOFORE DEDICATED.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING, PLATTING, HEALTH, OR ANY OTHER LAWFUL RULES AND REGULATIONS INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF PATASKALA, OHIO, FOR THE BENEFIT OF HIMSELF, AND ALL SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM, UNDER, OR THROUGH THE UNDERSIGNED.

IN WITNESS THEREOF, JONATHAN WILCOX, MANAGING MEMBER OF EASTWOOD DEVELOPMENT PARTNERS, LLC, HAS CAUSED THIS PLAT TO BE EXECUTED BY THIS DULY AUTHORIZED OFFICE.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

EASTWOOD DEVELOPMENT PARTNERS, LLC

BY: \_\_\_\_\_  
\_\_\_\_\_  
JONATHAN WILCOX  
MANAGING MEMBER

STATE OF OHIO  
COUNTY OF LICKING:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JONATHAN WILCOX, MANAGING MEMBER OF SAID EASTWOOD DEVELOPMENT PARTNERS, LLC, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED SAID \_\_\_\_\_, FOR THE USES AND PURPOSES EXPRESSED THEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS

\_\_\_\_ DAY OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

CHAIRMAN, PLANNING COMMISSION,  
REYNOLDSBURG, OHIO

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

CITY ENGINEER AND DIRECTOR OF PUBLIC SERVICE,  
REYNOLDSBURG, OHIO

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_  
BY ORDINANCE NO. \_\_\_\_\_ WHEREIN ALL OF EAST MAIN STREET,  
EASTWOOD DRIVE AND LITTLE JORDAN WAY SHOWN DEDICATED  
HEREON ARE ACCEPTED AS SUCH BY THE COUNCIL FOR THE  
CITY OF REYNOLDSBURG, OHIO.

CITY CLERK, REYNOLDSBURG, OHIO

MAYOR, REYNOLDSBURG, OHIO

TRANSFERRED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

AUDITOR, LICKING COUNTY, OHIO

DEPUTY AUDITOR, LICKING COUNTY, OHIO

FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_

RECORDER, LICKING COUNTY, OHIO

AT \_\_\_\_\_, FEE \_\_\_\_\_

DEPUTY RECORDER, LICKING COUNTY, OHIO

FILE NO. \_\_\_\_\_

RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

**SURVEY DATA:**  
THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A PORTION OF THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 40 AS BEING NORTH 88°05'34" EAST, AS DETERMINED BY GPS OBSERVATIONS, BASED ON OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 83, 2011).

**SOURCE OF DATA:**  
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, LICKING COUNTY, OHIO.

**CERTIFICATION**  
WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ATTACHED PREMISES, PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

JEFFREY MILLER, P.S. \_\_\_\_\_ DATE: \_\_\_\_\_  
OHIO P.S. NO. 7211  
2800 CORPORATE EXCHANGE DRIVE, SUITE 400  
COLUMBUS, OHIO 43231

- CESO IRON PIN LEGEND
- IRON PIN FOUND
  - IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
  - ▲ MAG NAIL SET
  - PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)

|                                           |                                                                                                          |                 |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------|
| EASTWOOD                                  |                                                                                                          |                 |
| CITY OF REYNOLDSBURG LICKING COUNTY, OHIO |                                                                                                          |                 |
| SCALE: N/A                                |                                                                                                          | DATE: 2/7/2022  |
| DESIGN: N/A                               | <br>WWW.CESOINC.COM | JOB NO.: 759751 |
| DRAWN: ADB                                |                                                                                                          | SHEET NO.:      |
| CHECKED: ALB                              |                                                                                                          | 1 OF 2          |



NOTE "A" AT THE TIME OF PLATTING, THE 58.407 ACRE TRACT OF LAND SHOWN HEREON IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAP OF LICKING COUNTY, OHIO COMMUNITY PANEL 39089C0409J DATED: MARCH 16, 2015.

NOTE "B" ACREAGE BREAKDOWN:

TOTAL ACREAGE 58.407 ACRES  
ACREAGE IN R/W 8.064 ACRES  
ACREAGE IN REMAINING LOTS 50.343 ACRES

NOTE "C" ACREAGE BREAKDOWN: EASTWOOD IS OUT OF LICKING COUNTY PARCEL NUMBER:

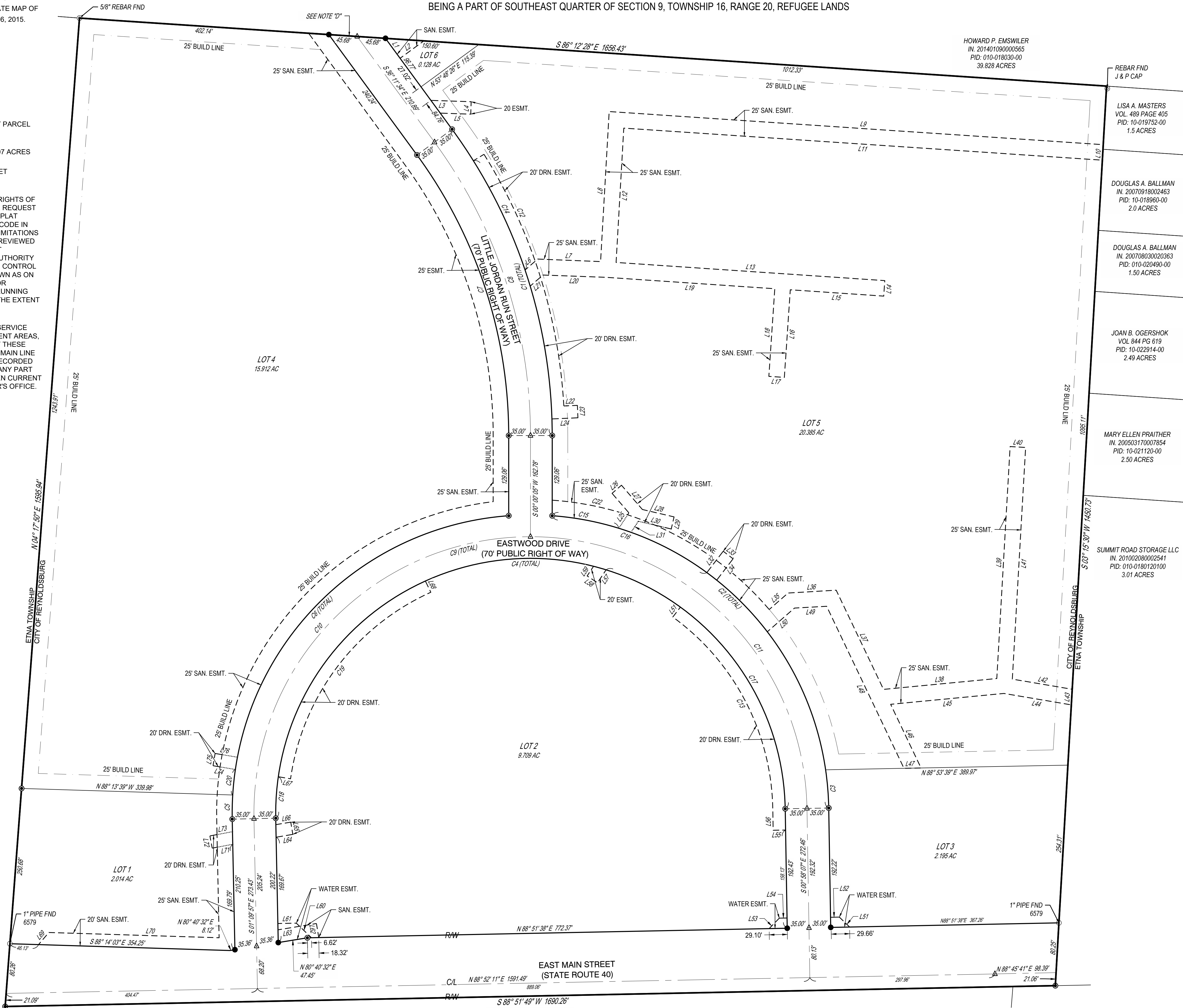
PARCEL NUMBER 107-017466-00.000 58.407 ACRES

NOTE "D": NO VEHICULAR ACCESS UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT-OF-WAY IS EXTENDED AND DEDICATED BY PLAT OR DEED.

NOTE "E": THE PURPOSE OF THIS PLAT IS TO SHOW CERTAIN PROPERTY, RIGHTS OF WAY, AND EASEMENT BOUNDARIES AS OF THE TIME OF PLATTING. AT THE REQUEST OF ZONING AND PLANNING AUTHORITIES AT THE TIME OF PLATTING, THIS PLAT SHOWS SOME OF THE LIMITATIONS AND REQUIREMENTS OF THE ZONING CODE IN EFFECT ON THE DATE OF FILING THIS PLAT FOR REFERENCE ONLY. THE LIMITATIONS AND REQUIREMENTS MAY CHANGE FROM TIME TO TIME AND SHOULD BE REVIEWED TO DETERMINE THE THEN CURRENT APPLICABLE USE AND DEVELOPMENT LIMITATIONS OF THE ZONING CODE AS ADOPTED BY THE GOVERNMENT AUTHORITY HAVING JURISDICTION. THE THEN APPLICABLE ZONING CODE SHALL HAVE CONTROL OVER CONFLICTING LIMITATIONS AND REQUIREMENTS THAT MAY BE SHOWN AS ON THIS PLAT. THIS NOTE SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LAND OR TITLE ENCUMBRANCES OF ANY NATURE, EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH.

NOTE "F" AT THE TIME OF PLATTING, ELECTRIC, CABLE, AND TELEPHONE SERVICE PROVIDERS HAVE NOT ISSUED INFORMATION REQUIRED SO THAT EASEMENT AREAS, IN ADDITION TO THOSE SHOWN ON THIS PLAT AS DEEMED NECESSARY BY THESE PROVIDERS FOR THE INSTALLATION AND MAINTENANCE OF ALL OF THEIR MAIN LINE FACILITIES, COULD CONVENIENTLY BE SHOWN ON THIS PLAT. EXISTING RECORDED EASEMENT INFORMATION ABOUT HERITAGE TOWN CENTER PHASE 1 OR ANY PART THEREOF CAN BE ACQUIRED BY A COMPETENT EXAMINATION OF THE THEN CURRENT PUBLIC RECORDS, INCLUDING THOSE IN THE LICKING COUNTY RECORDER'S OFFICE.

| CURVE TABLE |         |            |                        |              |
|-------------|---------|------------|------------------------|--------------|
| CURVE       | RADIUS  | ARC LENGTH | CHORD                  | DELTA ANGLE  |
| C1          | 835.00' | 527.47'    | S18° 05' 45"E, 518.75' | 36° 11' 39"  |
| C2          | 480.00' | 649.09'    | S47° 04' 39"E, 600.75' | 77° 28' 46"  |
| C3          | 480.00' | 61.73'     | S4° 39' 11"E, 61.69'   | 7° 22' 08"   |
| C4          | 410.00' | 1289.46'   | N88° 55' 58"E, 820.00' | 180° 11' 50" |
| C5          | 480.00' | 38.87'     | S1° 09' 14"W, 38.86'   | 4° 38' 22"   |
| C6          | 480.00' | 689.86'    | S44° 38' 48"W, 632.00' | 82° 20' 46"  |
| C7          | 765.00' | 483.25'    | S18° 05' 45"E, 475.26' | 36° 11' 39"  |
| C8          | 800.00' | 505.36'    | N18° 05' 45"W, 497.00' | 36° 11' 39"  |
| C9          | 445.00' | 1399.54'   | N88° 55' 58"E, 890.00' | 180° 11' 50" |
| C10         | 445.00' | 708.07'    | S44° 25' 04"W, 635.70' | 91° 10' 02"  |
| C11         | 445.00' | 691.47'    | S45° 29' 01"E, 623.98' | 89° 01' 48"  |
| C12         | 855.00' | 429.59'    | N17° 35' 17"W, 425.09' | 28° 47' 17"  |
| C13         | 390.00' | 361.18'    | N27° 29' 58"W, 348.41' | 53° 03' 42"  |
| C14         | 835.00' | 194.99'    | S25° 18' 30"E, 194.54' | 13° 22' 46"  |
| C15         | 480.00' | 109.07'    | S79° 18' 26"E, 108.84' | 13° 01' 11"  |
| C16         | 480.00' | 268.60'    | S69° 47' 10"E, 265.11' | 32° 03' 44"  |
| C17         | 410.00' | 513.59'    | N36° 51' 17"W, 480.66' | 71° 46' 20"  |
| C18         | 410.00' | 67.01'     | N3° 31' 00"E, 66.94'   | 9° 21' 53"   |
| C19         | 390.00' | 392.02'    | N36° 55' 25"E, 375.72' | 57° 35' 32"  |
| C20         | 480.00' | 41.29'     | N5° 56' 18"E, 41.28'   | 4° 55' 45"   |
| C22         | 505.00' | 401.56'    | N63° 14' 41"W, 391.06' | 45° 33' 35"  |



| Line Table |               |         |
|------------|---------------|---------|
| Line #     | Direction     | Length  |
| L1         | S36° 11' 34"E | 39.80'  |
| L2         | S53° 48' 26"W | 47.45'  |
| L3         | N88° 04' 25"W | 64.81'  |
| L4         | N01° 55' 35"E | 20.00'  |
| L5         | S88° 04' 25"E | 49.12'  |
| L6         | S49° 04' 00"W | 26.84'  |
| L7         | N87° 41' 10"W | 101.32' |
| L8         | S03° 16' 37"W | 241.98' |
| L9         | N86° 09' 55"W | 796.83' |
| L10        | N03° 15' 30"E | 25.00'  |
| L11        | S86° 09' 59"E | 771.83' |
| L12        | N03° 16' 37"E | 216.64' |
| L13        | N86° 07' 49"W | 433.35' |
| L14        | N03° 52' 11"E | 25.00'  |
| L15        | S86° 07' 49"E | 150.71' |
| L16        | N03° 52' 11"E | 141.39' |
| L17        | S86° 07' 49"E | 25.00'  |
| L18        | S03° 52' 11"W | 141.39' |
| L19        | S86° 07' 49"E | 272.51' |
| L20        | S87° 55' 45"E | 101.24' |
| L21        | N49° 04' 00"E | 27.15'  |
| L22        | S87° 28' 34"W | 21.86'  |
| L23        | N02° 31' 26"W | 20.00'  |
| L24        | N87° 28' 34"E | 41.86'  |
| L25        | S33° 28' 19"W | 29.77'  |
| L26        | N49° 15' 30"E | 20.00'  |
| L27        | S40° 44' 30"E | 51.53'  |
| L28        | S76° 50' 41"E | 52.36'  |
| L29        | S13° 09' 19"W | 20.00'  |
| L30        | N76° 50' 41"W | 54.57'  |
| L31        | S33° 28' 19"W | 21.37'  |
| L32        | S37° 26' 20"W | 43.35'  |
| L33        | S52° 33' 40"E | 20.00'  |
| L34        | S37° 26' 20"W | 43.35'  |
| L35        | S48° 49' 00"W | 40.29'  |
| L36        | S86° 37' 54"W | 77.56'  |
| L37        | N25° 30' 00"W | 176.95' |
| L38        | S84° 31' 05"W | 183.13' |

| Line Table |               |         |
|------------|---------------|---------|
| Line #     | Direction     | Length  |
| L39        | S03° 17' 05"W | 374.09' |
| L40        | N86° 42' 55"W | 25.00'  |
| L41        | N03° 17' 05"E | 373.62' |
| L42        | N80° 23' 03"W | 97.75'  |
| L43        | N03° 15' 30"E | 25.15'  |
| L44        | S80° 23' 03"E | 110.07' |
| L45        | N84° 31' 05"E | 183.07' |
| L46        | N25° 30' 10"W | 113.60' |
| L47        | N88° 53' 39"E | 27.45'  |
| L48        | S25° 30' 10"E | 289.08' |
| L49        | N86° 48' 24"E | 51.84'  |
| L50        | N48° 50' 17"E | 58.09'  |
| L51        | S45° 58' 07"E | 22.93'  |
| L52        | N89° 01' 53"E | 14.14'  |
| L53        | S44° 01' 53"W | 23.47'  |
| L54        | S89° 01' 53"W | 12.50'  |
| L55        | S89° 01' 53"W | 20.00'  |
| L56        | N00° 58' 07"W | 34.30'  |
| L57        | S33° 28' 19"W | 24.89'  |
| L58        | N56° 31' 41"W | 20.00'  |
| L59        | N33° 28' 19"E | 18.52'  |
| L60        | S46° 09' 57"E | 33.86'  |
| L61        | N88° 50' 03"E | 29.65'  |
| L62        | N09° 19' 28"W | 22.90'  |
| L63        | S80° 40' 32"W | 62.68'  |
| L64        | S80° 23' 41"W | 27.26'  |
| L65        | S09° 36' 19"E | 20.00'  |
| L66        | N80° 23' 41"E | 24.30'  |
| L67        | S80° 24' 12"E | 20.01'  |
| L68        | N25° 44' 59"W | 20.01'  |
| L71        | N79° 16' 31"E | 33.64'  |
| L72        | S10° 43' 29"E | 20.00'  |
| L73        | N79° 16' 31"E | 37.00'  |
| L74        | S80° 24' 12"E | 36.49'  |
| L75        | S09° 35' 48"W | 20.00'  |
| L76        | S80° 24' 12"E | 36.49'  |

- CESO IRON PIN LEGEND
- IRON PIN FOUND
  - IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
  - ▲ MAG NAIL SET
  - PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)

EASTWOOD

CITY OF REYNOLDSBURG

LICKING COUNTY, OHIO

SCALE: 1" = 80'

DATE: 2/7/2022

DESIGN: N/A

DRAWN: ADB

CHECKED: ALB

JOB NO.: 759751

SHEET NO.: 2 OF 2

CESO  
WWW.CESOINC.COM

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: April 11, 2022****TO: Public Safety, Law and Courts Committee****RE: Lease of Copiers for PD**

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Currently the Reynoldsburg Police Department has two copiers up for renewal. We are requesting permission to lease two new copiers from Modern Office Methods (see attached paperwork) to replace the existing copier(s). The new lease will be in the amount of \$6,246.60 a year and will save the City \$1,236.00 per year. We are requesting three (3) readings with the ability to waive the 30 day waiting period since the contracts will be up at the end of May and beginning of June.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE COPIERS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the Reynoldsburg Police Department has two copier units with expiring lease agreements; and

WHEREAS, the Police Department is requesting the renewal of a sixty month lease with Modern Office Methods, for two new copier units.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Modern Office Methods for two (2) copiers for the Police Department with a lease term of sixty months at total fee of \$31,233.00.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175 competitive bidding is hereby suspended.

SECTION 3. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.





Savings of \$1,236.00

14.4.a

**imageRUNNER**  
**ADVANCE DX**  
**4751i / 4745i**  
**4735i / 4725i**

## imageRUNNER ADVANCE DX 4700 Series

Print up to 51 ppm (BW)

Scan up to 270 (300 dpi) (BW/color, duplex)

Print up to 11" × 17"

6,350-sheet maximum paper capacity

Canon's comprehensive portfolio of imageRUNNER ADVANCE multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology; better **control** sensitive information and print-related costs; and help ensure that technology investments proactively **evolve** with changing needs.

Black-and-white  
Mid-volume  
Multifunction



### WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive.<sup>1</sup>
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.
- Hot Folders allow users to drag and drop a file into a hot folder, and automatically print with predefined settings such as number of copies and finishing requirements.



### SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM\* systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at startup. McAfee Embedded Control<sup>2</sup> utilizes a whitelist to protect against malware and tampering of firmware and applications.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.<sup>3</sup>



### QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for crisp text and consistent images in rich black-and-white tones.
- Designed to achieve maximum uptime with status notifications to help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE DX models have received many awards and recognition from leading industry analysts, often referencing strong reliability.

\* Security Information and Event Management

Attachment: ID3360MOMContract (Lease of Copiers for the PD)



## DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



## COST MANAGEMENT

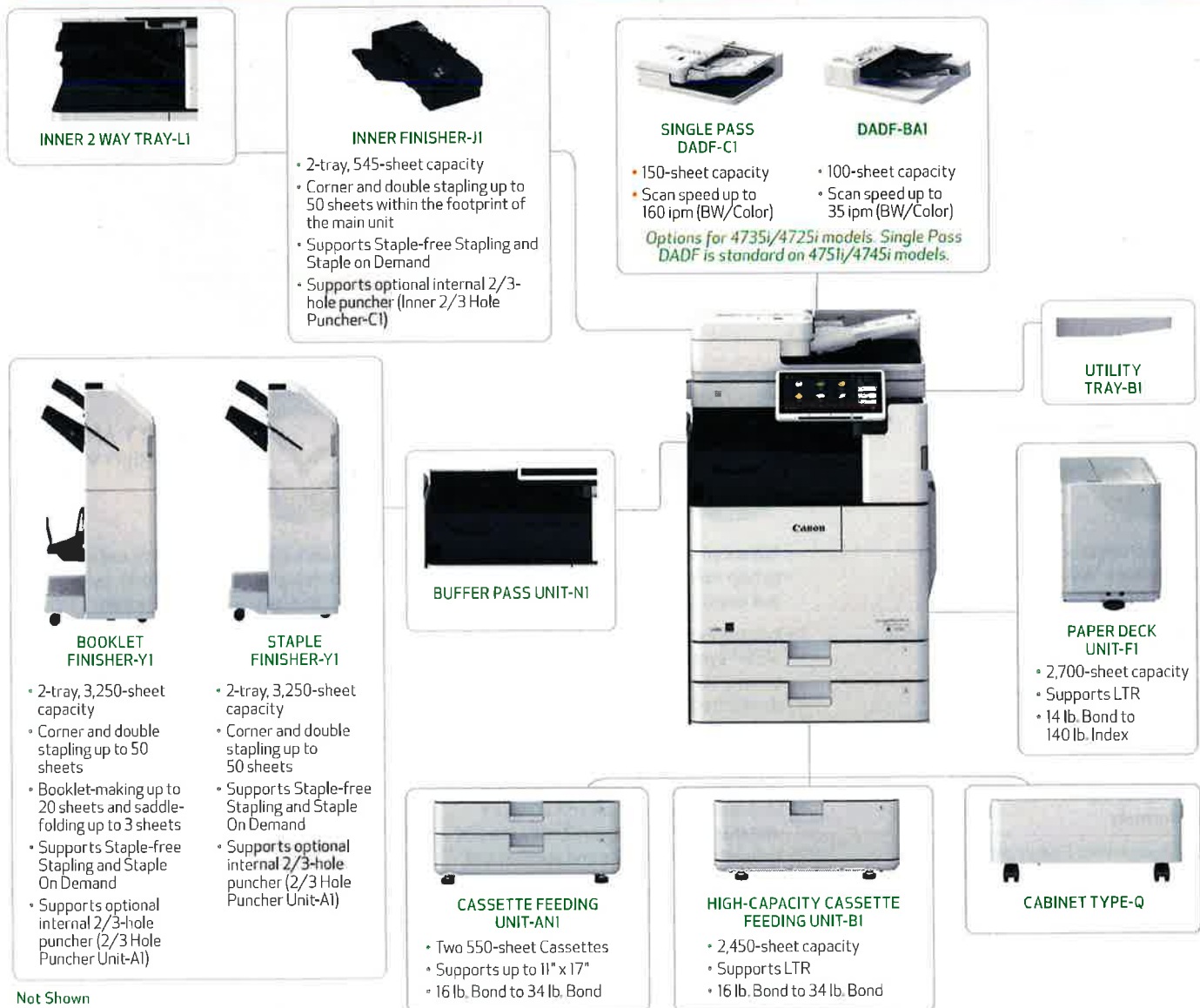
- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.



## SUSTAINABILITY

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally-conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold.<sup>4</sup>

## CONFIGURATION OPTIONS



### Not Shown

- Inner 2/3 Hole Puncher-C1 (for Inner Finisher-JI)
- 2/3 Hole Puncher Unit-A1 (for External Finishers)
- Platen Cover Type-W

## SPECIFICATIONS

### Main Unit

#### Type

Monochrome Laser Multifunctional

#### Core Functions

Standard: Print, Copy, Scan, Send, Store  
Optional: Fax

#### Processor

1.75 GHz Dual Core Processor

#### Control Panel

10.1" TFT LCD WSVGA Color Touch-panel

#### Memory

3.0 GB RAM

#### Hard Disk Drive

Standard: 250 GB  
Maximum: 1 TB

#### Print Resolution

1200 dpi x 1200 dpi

#### Interface Connection

Network  
Standard: 1000Base-T/100Base-TX/10Base-T,  
Wireless LAN (IEEE 802.11 b/g/n)  
Optional: NFC, Bluetooth Low Energy  
Others  
Standard: USB 2.0 x1 (Host), USB 3.0 x1 (Host),  
USB 2.0 x1 (Device)  
Optional: Copy Control Interface

#### Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,200 Sheets  
Maximum: 6,350 Sheets

#### Paper Sources (LTR, 20 lb. Bond)

Standard: Two 550-sheet Paper Cassettes,  
100-sheet Stack Bypass  
Optional: Two 550-sheet Paper Cassettes (Cassette  
Feeding Unit-ANI), 2,450-sheet Paper Deck  
(High Capacity Cassette Feeding Unit-B1),  
2,700-sheet Paper Deck (Paper Deck  
Unit-F1)

#### Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets  
3,350 Sheets (with Buffer Pass-N1 + Staple  
Maximum: Finisher-Y1 or Booklet Finisher-Y1)

#### Finishing Capabilities

Standard: Collate, Group  
With Finishers: Collate, Group, Offset, Staple, Saddle Stitch,  
Hole Punch, Eco Staple, Staple On Demand

#### Supported Media Types

Upper/Lower Thin, Plain, Recycled, Color, Heavy,  
Cassette: Pre-punched  
Multi-purpose Thin, Plain, Recycled, Color, Heavy,  
Tray: Pre-punched, Bond, Transparency,  
Label, Envelope

#### Supported Media Sizes

Upper Cassette: Legal, Letter, Letter-R, Executive,  
Statement-R, Custom Size  
(5-1/2" x 7-1/8" to 11-3/4" x 15-3/8")  
Lower Cassette: 11" x 17", Legal, Letter, Letter-R, Executive,  
Statement-R, Custom Size  
(5-1/2" x 7-1/8" to 11-3/4" x 17"), Envelope<sup>3</sup>,  
[No.10 (COM10), Monarch, DL, ISO-C5]  
Multi-purpose 11" x 17", Legal, Letter, Letter-R, Executive,  
Tray: Statement-R, Envelope [No.10 (COM10),  
Monarch, DL, ISO-C5], Custom Size/Free  
Size (3-7/8" x 5-7/8" to 11-3/4" x 17")

#### Supported Media Weights

Upper/Lower Cassette: 16 lb. Bond to 80 lb. Cover (60 to 220 g/m<sup>2</sup>)  
Multi-purpose Tray: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m<sup>2</sup>)  
Duplexing: 16 lb. Bond to 28 lb. Bond (60 to 105 g/m<sup>2</sup>)

### Print/Copy Speed

475Ii: Up to 51 ppm (Letter), Up to 37 ppm  
(Letter-R), Up to 25 ppm (Legal),  
Up to 25 ppm (11" x 17")  
4745i: Up to 45 ppm (Letter), Up to 32 ppm  
(Letter-R), Up to 25 ppm (Legal),  
Up to 22 ppm (11" x 17")  
4735i: Up to 35 ppm (Letter), Up to 32 ppm  
(Letter-R), Up to 25 ppm (Legal),  
Up to 22 ppm (11" x 17")  
4725i: Up to 25 ppm (Letter), Up to 17 ppm  
(Letter-R), Up to 13 ppm (Legal),  
Up to 15 ppm (11" x 17")

### Warm-up Time

From Power On: Approx. 24 Seconds<sup>6</sup>

From Sleep

Mode: Approx. 10 Seconds<sup>7</sup>

Quick Startup

Mode: Approx. 4 Seconds<sup>8</sup>

### Dimensions (W x D x H)

475Ii/4745i: 24" x 28-1/2" x 36-3/4"  
(608 mm x 722 mm x 932 mm)<sup>9</sup>  
4735i/4725i: With Platen Cover-Y2: 24" x 28-1/8" x 32-3/8"  
(608 mm x 713 mm x 822 mm)  
With Single Pass DADF-Cl: 24" x 28-1/2" x  
36-3/4" (608 mm x 722 mm x 932 mm)  
With DADF-BAI: 24" x 28-3/8" x 36-1/2"  
(608 mm x 719 mm x 926 mm)

### Installation Space (W x D)

Basic: 44" x 45-5/8" (1,116 x 1,160 mm) (with Platen  
Cover-Y2 + Multi-purpose Tray open/extension  
tray extended + Paper Cassette open)  
44" x 46" (1,116 x 1,169 mm) (with Single  
Pass DADF-Cl + Multi-purpose Tray open/  
extension tray extended + Paper Cassette  
open)  
44" x 45-7/8" (1,116 x 1,166 mm) (with DADF-  
BAI + Multi-purpose tray open/extension  
tray extended + Paper Cassette open)  
Fully 71-3/8" x 46" (1,811 x 1,169 mm) (with Single  
Configured: Pass DADF-Cl + Paper Deck Unit-F1 + Booklet  
Finisher-Y1 with extension tray extended and  
Saddle unit drawn)  
71-3/8" x 45-7/8" (1,811 x 1,166 mm) (with  
DADF-BAI + Paper Deck Unit F1 + Booklet  
Finisher-Y1 with extension tray extended and  
Saddle unit drawn)

### Weight<sup>10</sup>

475Ii/4745i: Approx. 193.8 lb. (87.9 kg)  
With Platen Cover: Approx. 165.3 lb. (75 kg)  
With Single Pass DADF-Cl: Approx. 193.8 lb.  
(87.9 kg)  
4735i/4725i: With DADF-BAI: Approx. 179.5 lb

## Print Specifications

### Standard Page Description Languages

UFR II, PCL<sup>®</sup>6, Adobe<sup>®</sup> PS<sup>®</sup> 3

### Supported File Types for Direct Print

PDF, TIFF, JPEG, EPS, XPS

### Printing from Mobile Devices and Cloud-based Services

A range of standard and optional software and MEAP-based  
solutions (including AirPrint, Mopria, Google Cloud Print,  
Canon PRINT Business, and uniFLOW Online) are available to  
provide printing from mobile devices or internet-connected  
devices and cloud-based services depending on your  
requirements. Please contact your sales representative for  
further information.

### Fonts

PCL Fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional Chinese),<sup>11</sup>  
Barcode Fonts<sup>12</sup>  
PS Fonts: 136 Roman

### Operating System<sup>13</sup>

UFR II/PS: Windows<sup>®</sup> 7/8.1/10/Server 2008/Server  
2008 R2/Server 2012/Server 2012 R2/  
Server 2016/Server 2019, Mac OS X (10.10  
or later)  
PCL: Windows<sup>®</sup> 7/8.1/10/Server 2008/Server  
2008 R2/Server 2012/Server 2012 R2/  
Server 2016/Server 2019  
PPD: Windows<sup>®</sup> 7/8.1/10, Mac OS X (10.9 or later)

## Copy Specifications

### First-Copy-Out Time (Letter)

475Ii: As fast as 3.7 seconds  
4745i: As fast as 3.8 seconds  
4735i: As fast as 3.8 seconds  
4725i: As fast as 5.2 seconds

### Copy Resolution (dpi)

600 x 600

### Multiple Copies

Up to 9,999 Copies

### Copy Exposure

Automatic or Manual (9 Levels)

### Magnification

25%-400% (1% Increments)

### Preset Reduction/Enlargement

25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%,  
200%, 400%

## Scan Specifications

### Type

475Ii/4745i: Standard Single Pass Duplexing Automatic  
Document Feeder  
4735i/4725i: Optional Single Pass Duplexing Automatic  
Document Feeder, Duplexing Automatic  
Document Feeder, or Platen Cover

### Document Feeder Paper Capacity

Single Pass DADF: Up to 200 Sheets  
DADF: Up to 100 Sheets

### Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

### Document Feeder Supported Media Weights

Single Pass DADF-Cl  
Single-sided 13.3 lb. Bond to 80 lb. Cover  
Scanning: (50 to 220 g/m<sup>2</sup>)  
Double-sided  
Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 g/m<sup>2</sup>)  
DADF-BAI  
Single-sided 13.3 lb. Bond to 34 lb. Bond (50 to 128 g/m<sup>2</sup>)  
Scanning: (BW), 17 lb. Bond to 34 lb. Bond (64 to 128  
g/m<sup>2</sup>) (CL)  
Double-sided 13.3 lb. Bond to 34 lb. Bond (50 to 128 g/m<sup>2</sup>)  
Scanning: (BW), 17 lb. Bond to 34 lb. Bond (64 to 128  
g/m<sup>2</sup>) (CL)

### Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects

### Platen Supported Media Size

UP to 11-3/4" x 17" (297 mm x 431.8 mm)

### Pull Scan

Color Network ScanGear2 for both Twain and WIA  
Supported OS: Windows<sup>®</sup> 7/8.1/10/Server 2008/Server 2008  
R2/Server 2012/Server 2012 R2/Server 2016

### Scan Resolution (dpi)

Push: Up to 600 x 600  
Pull: Up to 600 x 600

### Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to  
mobile devices and cloud-based services depending on  
your requirements.

### Scan Speed (Letter)

Single Pass DADF-Cl  
Single-sided Scanning  
BW/Color: 135/135 (300 x 300 dpi, send)  
80/80 (600 x 600 dpi, copy)  
Double-sided Scanning  
BW/Color: 270/270 (300 x 300 dpi, send)  
60/90 (600 x 600 dpi, copy)  
DADF-BAI  
Single-sided Scanning  
BW/Color: 70/70 (300 x 300 dpi, send)  
51/51 (600 x 600 dpi, copy)  
Double-sided Scanning  
BW/Color: 35/35 (300 x 300 dpi, send)  
25.5/25.5 (600 x 600 dpi, copy)



## Send Specifications

### Destination

Standard: E-mail/Internet FAX (SMTP), SMB 3.0, FTP, WebDAV, Mail Box  
Optional: Super G3 Fax, IP Fax

### Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

### Send Resolution (dpi)

Push: Up to 600 x 600  
Pull: Up to 600 x 600

### Communication Protocol

File: FTP (TCP/IP), SMB 3.0 (TCP/IP), WebDAV  
Email: SMTP, POP3

### File Format

TIFF, JPEG, PDF (Compact, Searchable, Apply Policy, Optimize for Web, PDF/A-1b, Trace & Smooth, Encrypted, Device Signature, User Signature), XPS (Compact, Searchable, Device Signature, User Signature), Office Open XML (PowerPoint, Word)

## Fax Specifications

(Optional)

**Maximum Number of Connection Lines**  
4

### Modem Speed

Super G3: 33.6 Kbps  
G3: 14.4 Kbps

### Compression Method

MH, MR, MMR, JBIG

### Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

### Sending/Recording Size

Statement-R to 11" x 17"

### Fax Memory

Up to 30,000 Pages (2,000 Jobs)

### Speed Dials

Max. 200

### Group Dials/Destinations

Max. 199 Dials

### Sequential Broadcast

Max. 256 Addresses

### Memory Backup

Yes

## Store Specifications

### Mail Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored (2,000 Jobs Stored)

### Advanced Box

Communication Protocol: SMB or WebDAV Supported  
Client PC: Windows (Windows 8.1/10)  
Concurrent Connections (Max.):  
SMB: 64  
WebDAV: 3 (Active Sessions)

### Advanced Box Available Disk Space

Approx. 16 GB (Standard HDD)  
Approx. 480 GB (With Optional 1 TB HDD)

### Memory Media

Standard: USB

## Security Specifications

### Authentication

Standard: Universal Login Manager, uniFLOW Online Express,<sup>14</sup> User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in  
Optional: uniFLOW

### Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated), Verify System at Startup, McAfee Embedded Control<sup>2</sup>  
Optional: Hard Disk Drive Mirroring, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

### Network

Standard: Encrypted Secure Print, IP/Mac Address Filtering, IPsec, TLS Encrypted Communication (v1.0/1.1/1.2/1.3), SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP, S/MIME, SIEM Integration

### Document

Standard: Secure Watermark, Secure Print, Forced Hold Printing, Adobe LiveCycle<sup>®</sup> Rights Management ES2.5 Integration, Encrypted PDF, Encrypted Secure Print, Device Signature, User Signature

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86°F  
Humidity: 20 to 80% RH (Relative Humidity)

### Power Requirements

110-127V, 60Hz, 10.4A

### Power Consumption

Maximum: Approx. 1,500 W  
Standby: Approx. 39 W<sup>15</sup>  
Sleep Mode: Approx. 0.9 W<sup>16</sup>  
Typical Electricity Consumption (TEC) Rating<sup>17</sup>  
4751i: 0.71 kWh  
4745i: 0.62 kWh  
4735i: 0.51 kWh  
4725i: 0.34 kWh

### Standards

ENERGY STAR<sup>®</sup> Certified  
Rated EPEAT<sup>®</sup> Gold<sup>4</sup>

## Consumables

### Toner

GPR-S7 Toner BK

### Toner Yield (Estimated @ 6% Coverage)

Black: 42,100 Images

- <sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service provider's terms and conditions.
- <sup>2</sup> Requires Unified Firmware Platform v3.9 or greater.
- <sup>3</sup> Requires additional option.
- <sup>4</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).
- <sup>5</sup> Envelope Feeder Attachment-D1 is required.
- <sup>6</sup> Time from device power-on, until copy ready (not print reservation).
- <sup>7</sup> Time from exiting Sleep mode to when printing is operational.
- <sup>8</sup> Time from device power on to when the copy icon appears and is enabled to operate on the touch panel display.
- <sup>9</sup> Time from device power-on to when key orientations can be performed on the touch panel display.
- <sup>10</sup> Includes toner.
- <sup>11</sup> Requires the optional PCL International Font Set-A1.
- <sup>12</sup> Requires the optional Barcode Printer Kit-D1.
- <sup>13</sup> Other operating systems and environments including AS/400, UNIX, Linux and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
- <sup>14</sup> No charge for this solution; however activation is required.
- <sup>15</sup> Reference Value (measured one unit).
- <sup>16</sup> 0.9 W sleep mode not available in all circumstances due to certain settings.
- <sup>17</sup> Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.

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0320R1-IRA4700DXSR5B-PDF-IH



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modern office methods

## DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT

14.4.a

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Modern Office Methods, Inc.

### CUSTOMER INFORMATION

FULL LEGAL NAME

City of Reynoldsburg

STREET ADDRESS

7240 E Main St

CITY

STATE

ZIP

PHONE

FAX

Reynoldsburg

Oh

43068

614-322-6800

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

### EQUIPMENT WITH INDEPENDENT MINIMUMS

| MAKE/MODEL/ACCESSORIES | SERIAL NO. | MONTHLY PAYMENT* | B&W IMPRESSIONS INCLUDED / MONTH | COLOR IMPRESSIONS INCLUDED / MONTH | B&W OVERAGES* | COLOR OVERAGES* | STARTING METER - B&W | STARTING METER - COLOR |
|------------------------|------------|------------------|----------------------------------|------------------------------------|---------------|-----------------|----------------------|------------------------|
|------------------------|------------|------------------|----------------------------------|------------------------------------|---------------|-----------------|----------------------|------------------------|

OR

### EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES

Canon DX4745

SERIAL NO.

STARTING METER - B&W

STARTING METER - COLOR

Canon DX4745

Monthly Payment\* \$ 520.55

B&W Impressions Included / Month 5800

B&W Overages billed at \$ .00652 per impression

\*plus applicable taxes

Color Impressions Included / Month

Color Overages billed at \$ per impression

### TERM AND PAYMENT INFORMATION

Term in 60 Months

The payment ("Payment") period is monthly unless otherwise indicated.

If you are exempt from sales tax, attach your certificate.

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY

☐ See attached Schedule A

☐ See attached Billing Schedule

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

### END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

### LESSOR ACCEPTANCE

Modern Office Methods, Inc.

LESSOR

SIGNATURE

TITLE

DATED

### CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as stated above)

X

SIGNATURE

Mayor

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

### TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). We represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

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Page 1 of 2

Rev. 12/02/2019

Packet Pg. 189

Attachment: ID3360MOMContract (Lease of Copiers for the PD)



**2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering proper tax filings. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

**5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or with any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) complete reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, a reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

**8. END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

**10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper defined by the UCC, a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such document electronically or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to use non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

**11. WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTY EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

**12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE RIGHTS TO A TRIAL BY JURY.**

**13. MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. For convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



| General                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|-----------|-------------------|
| Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Reynoldsburg Municipal Building                                                                                |                                                                                   |                                                                                   | Contact                                                                                                                             | Cheryl Kristy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |            | Order #   |                   |
| Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 7240 E Main St                                                                                                 |                                                                                   |                                                                                   | Phone #                                                                                                                             | ckristy@reypd.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |            | Sales Rep | Dan Lamatrice     |
| City St Zip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Reynoldsburg OH 43068                                                                                          |                                                                                   |                                                                                   | e-Mail                                                                                                                              | 614-322-6932                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |            | Date      |                   |
| Delivery Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| Model                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Canon DX4745i                                                                                                  |  |  |                                                    | Steps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> | Model      |           |                   |
| Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 7240 E Main St                                                                                                 | 115v/15a                                                                          | 115v/20a                                                                          | 220v/20a                                                                                                                            | Elevator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> | Location   |           |                   |
| IP Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                | <input type="checkbox"/>                                                          | <input type="checkbox"/>                                                          | <input type="checkbox"/>                                                                                                            | Dock                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> | IP Address |           |                   |
| Model                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Canon DX4745i                                                                                                  |  |  |                                                    | Steps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> | Model      |           |                   |
| Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 7240 E Main St                                                                                                 | 115v/15a                                                                          | 115v/20a                                                                          | 220v/20a                                                                                                                            | Elevator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> | Location   |           |                   |
| IP Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                | <input type="checkbox"/>                                                          | <input type="checkbox"/>                                                          | <input type="checkbox"/>                                                                                                            | Dock                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> | IP Address |           |                   |
| Connectivity & Software                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| IT Contact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                |                                                                                   |                                                                                   | <input type="checkbox"/> Hot Swap                                                                                                   | <input type="checkbox"/> User Codes <input checked="" type="checkbox"/> Scan to Email <input type="checkbox"/> Fiery / Creo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |            |           |                   |
| IT Phone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                |                                                                                   |                                                                                   | <input type="checkbox"/> Demo Unit                                                                                                  | <input type="checkbox"/> Desktop Fax <input checked="" type="checkbox"/> Scan to Folder <input type="checkbox"/> Spectrophotometer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |            |           |                   |
| IT Email                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     | <input type="checkbox"/> Fax Forward <input type="checkbox"/> PPDM <input type="checkbox"/> PS for Macs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |            |           |                   |
| <input type="checkbox"/> Internal <input checked="" type="checkbox"/> Outsourced <input type="checkbox"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| Who will be networking the equipment?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> MOM <input type="checkbox"/> Client <input type="checkbox"/> Not Connected |                                                                                   |                                                                                   | Is there a network drop available within 5 feet of the machine? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                |                                                                                   |                                                                                   | Is there a fax line available within 5 feet of the machine? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| <p>Modern Office Methods (MOM) would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.</p> <p><input checked="" type="checkbox"/> DCA Already Installed <input type="checkbox"/> DCA Install Approved</p>                                                |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| Network Services & Installation Rates Charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     | Software Acknowledgement & Release                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |            |           |                   |
| <p>Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these</p>                                                                                                                                                                                                                                                                                                  |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     | <p>Client hereby acknowledges that it has requested Modern Office Methods (MOM) to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns to indemnify MOM, its owners &amp; employees from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.</p> |                          |            |           |                   |
| Connectivity Warranty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     | <p>Signature _____ Date _____</p> <p>Network Installation Terms &amp; Conditions Acceptance</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| <p>Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.</p>                                                                                                                                                                                                                                                                       |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| Client Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| <p>Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.</p> <ul style="list-style-type: none"> <li>- Provide a dedicated polarized electrical power outlet.</li> <li>- Provide a dedicated analog fax line if faxing is required.</li> <li>- Provide a dedicated active network port and proper cabling.</li> <li>- Provide adequate space for the equipment meeting the manufacturer's specifications.</li> <li>- Provide a network administrator on site or have administrator available by phone for installation support and training.</li> </ul> |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| Post-Installation Training                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |
| Key Operator Contact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Cheryl Kristy                                                                                                  |                                                                                   |                                                                                   | Phone #                                                                                                                             | 614-322-6932                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |            | e-Mail    | ckristy@reypd.com |
| Special Instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                |                                                                                   |                                                                                   |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |            |           |                   |

# Machine Removal Information

## Hard Drive Security

☒ I request Modern Office Methods perform a **Quick Format** of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.

☐ I request Modern Office Methods perform a **Secure Hard Drive Overwrite meeting DoD Standard requirements**. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.

☐ I request Modern Office Methods **REMOVE** the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM \$300 per hard drive that is removed.

Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

HD Security Terms & Conditions Acceptance

## Client Asset Pick-up Authorization

☐ **"Remove" & Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).

☒ **Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.

☐ **"Store" in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Requested Return Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## "Storage" Comment Information:

### Asset(s) To Be Picked Up

|       |               |          |             |          |                |                                   |                                              |                                  |
|-------|---------------|----------|-------------|----------|----------------|-----------------------------------|----------------------------------------------|----------------------------------|
| Model | Canon iRA4545 | Serial # | UMV02630    | Location | 7240 E Main st | <input type="checkbox"/> "Remove" | <input checked="" type="checkbox"/> "Return" | <input type="checkbox"/> "Store" |
| Model | Ricoh MP4055  | Serial # | C326RC00537 | Location | 7240 E Main st | <input type="checkbox"/> "Remove" | <input checked="" type="checkbox"/> "Return" | <input type="checkbox"/> "Store" |
| Model |               | Serial # |             | Location |                | <input type="checkbox"/> "Remove" | <input type="checkbox"/> "Return"            | <input type="checkbox"/> "Store" |
| Model |               | Serial # |             | Location |                | <input type="checkbox"/> "Remove" | <input type="checkbox"/> "Return"            | <input type="checkbox"/> "Store" |

### Asset(s) To Be Relocated

|       |          |         |         |       |
|-------|----------|---------|---------|-------|
| Model | Serial # | Address | Contact | Phone |
| Model | Serial # | Address | Contact | Phone |
| Model | Serial # | Address | Contact | Phone |
| Model | Serial # | Address | Contact | Phone |

**Relocation Pricing:** Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated

Attachment: ID3360MOMContract (Lease of Copiers for the PD)

Attachment: ID3360MOMContract (Lease of Copiers for the PD)

|         |         |             |
|---------|---------|-------------|
| Company | Address | City St Zip |
| Contact | Phone   | eMail       |

[illegible]



## Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Modern Office Methods

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

***Purchaser must state a valid reason for claiming exception or exemption.***

City of Reynoldsburg

Purchaser's name

7240 E Main St

Street address

Reynoldsburg Oh 43068

City, state, ZIP code

Signature

Title

Date signed

31-6400909

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Attachment: ID3360MOMContract (Lease of Copiers for the PD)





## OHIO FISCAL OFFICER CERTIFICATE

## AGREEMENT #

Re: Lease Agreement # \_\_\_\_\_, between City of Reynoldsburg, as Customer and Modern Office Methods, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]*

Attachment: ID3360MOMContract (Lease of Copiers for the PD)

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



## STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # \_\_\_\_\_, dated \_\_\_\_\_, between **City of Reynoldsburg**, as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**Modern Office Methods, Inc.**

Lessor

**Reynoldsburg, City of**

Customer

Signature

X

Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.





**Human Resources Dept.****Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: April 11, 2022****TO: Finance and Administration Committee****RE: Chapter 160 Changes - Service Department and Street Division**

Approval:

|                         |                          |                          |
|-------------------------|--------------------------|--------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Skipped<br>Stephen Cicak |
|-------------------------|--------------------------|--------------------------|

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

To be able to fill the positions by adding another Mechanic and creating the new position of Service Manager.

**An Ordinance to Amend Chapter 160, Section 160.02 (A) Authorized Positions, Personnel, Classification and Pay Grade (G) (i) Service Department and Section 160.02 (g) (4) Street Division for the City of Reynoldsburg, Ohio, and Declaring an Emergency after three reads.**

**AN ORDINANCE TO AMEND CHAPTER 160, SECTION 160.02 (a) AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE (A) ADMINISTRATION, SECTION G)( i ) SERVICE DEPARTMENT; SECTION 160.02 (g) (4) STREET DIVISION FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Reynoldsburg Chapter 160.

**Human Resources Dept.****Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the City of Reynoldsburg, Ohio Chapter 160 does hereby amend the Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grade (a) Administration, (g) (i) Service Department and Section 160.02 (g) (4) Street Division for the City of Reynoldsburg polices to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the policy in place to fill the position as soon as possible; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

**City of Reynoldsburg, Ohio**

**Chapter 160**

**Employee Compensation**

1/1/2022

Attachment: Chapter 160 March 2022 update.doc (Chapter 160 Changes - Service Department and Street Division)

## TABLE OF CONTENTS

|        |                                                                       |    |
|--------|-----------------------------------------------------------------------|----|
| 160.01 | DEFINITIONS.....                                                      | 1  |
| 160.02 | AUTHORIZED POSITIONS, PERSONNEL,<br>CLASSIFICATION AND PAY GRADE..... | 8  |
| 160.03 | SALARY SCHEDULE.....                                                  | 11 |
| 160.04 | OTHER COMPENSATION.....                                               | 13 |
| 160.05 | OVERTIME ELIGIBILITY.....                                             | 14 |
| 160.06 | OVERTIME PAY.....                                                     | 14 |
| 160.07 | LONGEVITY.....                                                        | 15 |
| 160.08 | ADMINISTRATION OF PAY PLAN.....                                       | 15 |
| 160.09 | GROUP INSURANCE.....                                                  | 17 |
| 160.10 | EDUCATIONAL ASSISTANCE.....                                           | 18 |
| 160.11 | CITY CLOTHING PROVIDED.....                                           | 19 |
| 160.12 | CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT).....                | 20 |

## 160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.



Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee whose employment is expected to continue for longer than one year and who normally works a minimum of 20 hours per week.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of 40 hours.

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: part-time employee whose employment is expected to continue for longer than one year and who normally works a minimum of 30 hours per week.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of an other employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate, according to the schedule set forth in Section 5.06 or 5.061 herein, as applicable.

Length of Service: interval from the employees service date to any given date.

Longevity: Full-time employees of the City shall be eligible for longevity compensation on the anniversary of five (5) years of continuous service. Payment will be made annually as a lump sum.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

Overtime: time worked by non-exempt full-time employees in excess of the normal schedule.

Part-time: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employees prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.



## 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

| <u>Position</u>                                 | <u>Personnel</u> | <u>Classification</u> | <u>Pay Grade</u> |
|-------------------------------------------------|------------------|-----------------------|------------------|
| <b>(a) ADMINISTRATIVE</b>                       |                  |                       |                  |
| Mayor                                           | 1                | Unclassified          | See Sect.141.01  |
| Auditor                                         | 1                | Unclassified          | See Sect.143.01  |
| City Attorney                                   | 1                | Unclassified          | See Sect.147.03  |
| Asst. City Attorney                             | 1                | Unclassified          | 22               |
| Asst. City Prosecutor                           | 2 p/t            | Unclassified          | 19               |
| City Attorney Secretary                         | 1                | Unclassified          | 15               |
| City Attorney Clerk                             | 1                | Classified            | 12               |
| Criminal Justice Program Administrator          | 1                | Unclassified          | 12               |
| Mayor's Secretary                               | 1                | Unclassified          | 15               |
| Clerk of Courts                                 | 1                | Unclassified          | 18               |
| Assistant Clerk of Courts                       | 1                | Classified            | 11               |
| Deputy Clerk                                    | 1p/t             | Classified            | 8                |
| Deputy Clerk                                    | 1                | Classified            | 8                |
| Clerk of Council                                | 1                | Unclassified          | 16               |
| Asst. Clerk of Council                          | 1 p/t            | Unclassified          | 10               |
| Tax Administrator                               | 1                | Classified            | 17               |
| Deputy Auditor                                  | 1                | Unclassified          | 15               |
| Auditor's Secretary                             | 1 p/t            | Unclassified          | 10               |
| Finance Manager                                 | 1                | Classified            | 22               |
| <b>Civil Service</b>                            |                  |                       |                  |
| Administrative Assistant                        | 2 p/t            | Unclassified          | 15               |
| Special Events and Media Coordinator            | 1                | Unclassified          | 14               |
| Diversity, Equity, Inclusion Compliance Manager |                  | Classified            | 21               |
| <b>(b) DEPARTMENT OF COMPUTER SYSTEMS</b>       |                  |                       |                  |
| Director of Computer Systems                    | 1                | Unclassified          | 22               |
| Network Systems Administrator                   | 1                | Classified            | 19               |
| <b>(c) DEPARTMENT OF DEVELOPMENT</b>            |                  |                       |                  |
| Development Director                            | 1                | Unclassified          | 22               |
| Development Director                            |                  |                       |                  |
| Administrative Assistant                        | 1                | Unclassified          | 13               |
| Planning & Zoning Administrator                 | 1                | Classified            | 19               |
| <b>(d) HUMAN RESOURCES DEPARTMENT</b>           |                  |                       |                  |
| Director of Human Resources                     | 1                | Unclassified          | 22               |
| Human Resources Generalist                      | 1                | Unclassified          | 12               |

**(e) PARKS & RECREATION DEPARTMENT**

|                                           |          |              |                     |
|-------------------------------------------|----------|--------------|---------------------|
| Director                                  | 1        | Unclassified | 22                  |
| Administrative Assistant                  | 1        | Unclassified | 13                  |
| Senior Center Manager                     | 1        | Classified   | 16                  |
| Senior Citizens Assistant                 | 1        | Classified   | 5                   |
| Senior Center Activities Instructor       | 1 p/t    | Classified   | 3                   |
| Recreation Superintendent                 | 1        | Classified   | 16                  |
| Grounds Superintendent                    | 1        | Classified   | 16                  |
| Assistant Grounds Superintendent/Arborist | 1        | Classified   | 14                  |
| Parks Grounds Maintenance                 | 3        | Classified   | 5                   |
| Field and Landscape Operator              | 2        | Classified   | 6                   |
| Horticulturist                            | 1        | Classified   | 10                  |
| Recreation Coordinator                    | 1        | Classified   | 7                   |
| Park Ranger                               | 2        | Classified   | 12                  |
| Seasonal & Occasional                     | Variable | Unclassified | See 160.03(d) & (e) |

**(f) POLICE DEPARTMENT**

|                                             |            |              |                 |
|---------------------------------------------|------------|--------------|-----------------|
| Director of Public Safety                   | 1          | Unclassified | 22              |
| Chief of Police                             | 1          | Classified   | 26A             |
| Deputy Chief of Police                      | 1          | Classified   | 24A             |
| Lieutenant                                  | 2          | Classified   | See Chapter 166 |
| Sergeant                                    | 9          | Classified   | See Chapter 166 |
| Police Officer                              | 57         | Classified   | See Chapter 166 |
| Dispatcher                                  | 9          | Classified   | See Chapter 162 |
| Support Services Supervisor                 | 1          | Classified   | 18              |
| Property Room Coordinator                   | 1          | Classified   | 10              |
| Property Room Clerk                         | 1p/t       | Classified   | 7               |
| Chief of Police                             |            |              |                 |
| Administrative Assistant                    | 1          | Classified   | 14              |
| Public Safety Records Technician            | 3          | Classified   | 9               |
| Public Safety Records/Research Technician   | 1          | Classified   | 10              |
| Court Specialist                            | 1          | Classified   | 10              |
| Command & Staff Administrative Assistant    | 1          | Classified   | 11              |
| Accreditation Manager                       | 1 p/t      | Classified   | 10              |
| Training Coordinator                        | 1p/t (3/4) | Classified   | 10              |
| Court Liaison                               | 2 p/t      | Classified   | 13              |
| Public Safety Social Worker Supervisor      | 1          | Classified   | 17              |
| Public Safety Social Worker/Victim Advocate | 1          | Classified   | 16**            |
| Public Safety Social Worker/Victim Advocate | 1          | Classified   | 15              |

\*\* Will eliminate the pay grade 16, once Public Safety Social Worker Supervisor is added.  
Change pay grade for Public Safety Social Worker/Victim Advocate to a 15.

**(g) SERVICE DEPARTMENT**

|                                                  |                       |                     |           |
|--------------------------------------------------|-----------------------|---------------------|-----------|
| (1) Director of Public Service                   | 1                     | Unclassified        | 22        |
| Service Director                                 |                       |                     |           |
| <u>Service Manager</u>                           | <u>1</u>              | <u>Unclassified</u> | <u>21</u> |
| Administrative Assistant                         | 1                     | Unclassified        | 13        |
| Secretary                                        | 1                     | Classified          | 8         |
| Maintenance Foreman                              | 1                     | Classified          | 16        |
| Custodian                                        | 3                     | Classified          | 5         |
| Maintenance Crew Leader                          | 1                     | Classified          | 12        |
| (2) Building Division                            |                       |                     |           |
| Chief Building Official                          | 1p/t (3/4 time)       | Classified          | 21        |
| Asst. Chief Building Inspector                   | 1                     | Classified          | 17        |
| Building Inspector I                             | 3                     | Classified          | 14        |
| Permit Technician                                | 2                     | Classified          | 11        |
| Code Compliance Officer                          | 4                     | Classified          | 10        |
| (3) Water/Wastewater Division                    |                       |                     |           |
| Superintendent                                   | 1                     | Classified          | 18        |
| Asst. Superintendent                             | 1                     | Classified          | 15        |
| Maintenance Spec/Equip Operator                  | 6                     | Classified          | 10        |
| Billing Manager                                  | 1                     | Classified          | 15        |
| Account Clerk 2                                  | 4                     | Classified          | 8         |
| (4) Street Division                              |                       |                     |           |
| Superintendent                                   | 1                     | Classified          | 18        |
| Asst. Superintendent                             | 1                     | Classified          | 15        |
| Administrative Assistant                         | 1                     | Classified          | 8         |
| (To be shared with Storm Water Utility Division) |                       |                     |           |
| Maintenance Spec/Equip Operator                  | 5                     | Classified          | 10        |
| Maintenance Spec/Equip Operator                  | 1*                    | Classified          | 10        |
| (To be shared with Storm Water Utility Division) |                       |                     |           |
| Fleet Maintenance Supervisor                     | 1                     | Classified          | 14        |
| Fleet Maintenance Technician                     | <del>1</del> <u>2</u> | Classified          | 10        |
| (4)(a) Storm Water Utility Division              |                       |                     |           |
| Asst. Superintendent                             | 1                     | Classified          | 14        |
| Administrative Assistant                         | 1                     | Classified          | 8         |
| (To be shared with Street Division)              |                       |                     |           |
| Maintenance Spec/Equip Operator                  | 2                     | Classified          | 10        |
| Maintenance Spec/Equip Operator                  | 1*                    | Classified          | 10        |
| (To be shared with Street Division)              |                       |                     |           |
| (h) DEPARTMENT OF ENGINEERING                    |                       |                     |           |
| Director of Engineering                          | 1                     | Unclassified        | 22        |

**CITY OF REYNOLDSBURG, OHIO  
SALARY SCHEDULE**

**160.03 SALARY SCHEDULE**

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

BEGINNING July 1, 2021 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

| Pay Grade | Step 1  | Year 2 COLA | Step 2  | Year 4 COLA | Step 3  | Year 6 COLA | Step 4  | Year 8 COLA | Step 5  | Year 10 COLA | Step 6  |
|-----------|---------|-------------|---------|-------------|---------|-------------|---------|-------------|---------|--------------|---------|
| 3         | \$15.91 | 2% COLA     | \$16.70 | 2% COLA     | \$17.54 | 2% COLA     | \$18.41 | 2% COLA     | \$19.34 | 2% COLA      | \$20.30 |
| 4         | \$16.88 | 2% COLA     | \$18.51 | 2% COLA     | \$20.12 | 2% COLA     | \$21.74 | 2% COLA     | \$23.30 | 2% COLA      | \$24.96 |
| 5         | \$17.30 | 2% COLA     | \$18.97 | 2% COLA     | \$20.62 | 2% COLA     | \$22.29 | 2% COLA     | \$23.89 | 2% COLA      | \$25.58 |
| 6         | \$17.65 | 2% COLA     | \$19.35 | 2% COLA     | \$21.02 | 2% COLA     | \$22.73 | 2% COLA     | \$24.36 | 2% COLA      | \$26.09 |
| 7         | \$18.00 | 2% COLA     | \$19.74 | 2% COLA     | \$21.44 | 2% COLA     | \$23.18 | 2% COLA     | \$24.85 | 2% COLA      | \$26.61 |
| 8         | \$19.13 | 2% COLA     | \$20.78 | 2% COLA     | \$22.45 | 2% COLA     | \$24.08 | 2% COLA     | \$25.75 | 2% COLA      | \$27.41 |
| 9         | \$20.05 | 2% COLA     | \$21.78 | 2% COLA     | \$23.53 | 2% COLA     | \$25.24 | 2% COLA     | \$26.99 | 2% COLA      | \$28.73 |
| 10        | \$20.55 | 2% COLA     | \$22.53 | 2% COLA     | \$24.12 | 2% COLA     | \$25.87 | 2% COLA     | \$27.67 | 2% COLA      | \$29.45 |
| 11        | \$20.96 | 2% COLA     | \$22.77 | 2% COLA     | \$24.60 | 2% COLA     | \$26.38 | 2% COLA     | \$28.22 | 2% COLA      | \$30.04 |
| 12        | \$21.38 | 2% COLA     | \$23.23 | 2% COLA     | \$25.09 | 2% COLA     | \$26.91 | 2% COLA     | \$28.78 | 2% COLA      | \$30.64 |
| 13        | \$21.81 | 2% COLA     | \$23.69 | 2% COLA     | \$25.59 | 2% COLA     | \$27.45 | 2% COLA     | \$29.36 | 2% COLA      | \$31.25 |
| 14        | \$22.24 | 2% COLA     | \$24.16 | 2% COLA     | \$26.11 | 2% COLA     | \$27.99 | 2% COLA     | \$29.95 | 2% COLA      | \$31.88 |
| 15        | \$22.69 | 2% COLA     | \$24.65 | 2% COLA     | \$26.63 | 2% COLA     | \$28.55 | 2% COLA     | \$30.55 | 2% COLA      | \$32.52 |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\*\* Scale will automatically adjust by 2% each year beginning January 1, 2022.

## (b) SUPERVISORY PAY RANGE

| Pay Grade | Minimum  | Maximum  |
|-----------|----------|----------|
| 14        | \$ 26.00 | \$ 47.00 |
| 15        | \$ 27.00 | \$ 49.00 |
| 16        | \$ 28.00 | \$ 51.00 |
| 17        | \$ 29.00 | \$ 53.00 |
| 18        | \$ 30.00 | \$ 55.00 |
| 19        | \$ 31.00 | \$ 57.00 |
| 20        | \$ 32.00 | \$ 59.00 |
| 21        | \$ 34.00 | \$ 61.00 |
| 22        | \$ 36.00 | \$ 63.00 |

\* Scale will automatically adjust by 2% each year beginning 2022.

## (c) Senior Police Management

| Pay Grade | Minimum  | Maximum  |
|-----------|----------|----------|
| 24A       | \$ 50.00 | \$ 67.00 |
| 26A       | \$ 55.00 | \$ 72.00 |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\* Scale will automatically adjust by 2% each year beginning 2022.

## (c) Part Time Employee

Part time employees' rate of pay shall be set by the Appointing Authority within the pay grade assigned.

## (d) Seasonal Employee

## 1) Parks and Recreation Department:

|                               |                            |
|-------------------------------|----------------------------|
| Recreation Leader             | \$9.50 - \$25.00           |
| Seasonal Maintenance Employee | \$10.00 – \$25.00          |
| Bus/Van Driver                | \$9.50 per hour-\$ \$25.00 |

## 2) Service Department

|                          |                            |
|--------------------------|----------------------------|
| Water/Wastewater Laborer | \$10.00 - \$15.00 per hour |
| Service Seasonal Laborer | \$10.00 - \$15.00 per hour |

## 3) Street Department

|                         |                             |
|-------------------------|-----------------------------|
| Street Seasonal Laborer | \$10.00 - \$ 15.00 per hour |
|-------------------------|-----------------------------|

## (e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

## (1) Parks and Recreation Department:

Umpire/Referee- \$ 11.00 - \$100.00 per game  
 Program Assistant \$11.00 - \$75.00 per game/hour

## (2) Service Department (Building Division)

Building Plans Examiner  
 Residential/Inspector \$13.00 - \$16.00 per hour

## (f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months. There will be no benefits, holiday, vacation and sick leave earned.

## 160.04 OTHER COMPENSATION

## (1) Water/Wastewater Departments – License Compensation

(a) Any employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

|           |          |
|-----------|----------|
| Class I   | \$ 75.00 |
| Class II  | \$100.00 |
| Class III | \$150.00 |

(b) An employee may be compensated for the highest license regardless of how many are within the Department.

(2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of seventy-five cents (\$.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

Employees who work less than 20 hours per week on a regular basis will receive no benefits.

## (3) Tomato Festival Event Staffing Compensation

Any employee that works a four-hour shift on Thursday OR Friday outside their regular work day AND a four-hour shift on Saturday of the Tomato Festival will receive their hourly pay and one (1) additional Personal day to be used no later than December 15 of the year earned. Hourly rate is defined as current rate of pay and time and a half if applicable. Employees may elect to receive compensatory time in lieu of overtime if they wish.

## 160.05 OVERTIME ELIGIBILITY

### A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

|                                                        |                           |
|--------------------------------------------------------|---------------------------|
| Safety Director                                        | Service Director          |
| Development Director                                   | Deputy Chief of Police    |
| Parks & Recreation Director                            | Computer Systems Director |
| Human Resources Director                               | Superintendent of Streets |
| Chief Building Official                                | Clerk of Courts           |
| Superintendent of Water/Wastewater                     | Chief of Police           |
| Tax Administrator                                      | Finance Manager           |
| Assistant City Prosecutors                             | Clerk of Council          |
| Planning & Zoning Administrator                        | Assistant City Attorney   |
| Criminal Justice Program Administrator                 |                           |
| Public Safety Social Worker/Victim Advocate **         |                           |
| Public Safety Social Worker/Victim Advocate Supervisor |                           |

\*\*Public Safety Worker/Victim Advocate will become an hourly position once the Supervisor role is filled.

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

## 160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be



compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c)The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d)In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

#### 160.07 LONGEVITY

Effective January 1, 2022, full-time employee of the City shall be eligible for longevity compensation on the anniversary of five (5) years of continuous service. Employees who are eligible for longevity prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2022 is:

| <u>From</u> (Anniversary | <u>To</u> (Conclusion of): |                    |
|--------------------------|----------------------------|--------------------|
| of 5 <sup>th</sup> year  | 9 <sup>th</sup> year       | \$550.00 annually  |
| 10 <sup>th</sup> year    | 14 <sup>th</sup> year      | \$ 600.00 annually |
| 15 <sup>th</sup> year    | 19 <sup>th</sup> year      | \$ 650.00 annually |
| 20 <sup>th</sup> year    | ----                       | \$ 700.00 annually |

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

#### 160.08 ADMINISTRATION OF PAY PLAN

##### (a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective January1, 2021 the City will update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step

program being implemented. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.

- 2) The Appointing Authority will determine what step an individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

- 3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.
  - 4) For supervisory staff in pay grades 14 -26A hiring rate of pay will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Annual increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.
  - 5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.
- (b) Cost of Living Adjustments  
On January 1 of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.
- (c) Promotions  
 Upon promotion, the employee's rate of pay shall be adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the Appointing Authority.
- (d) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). If that lateral transfer or appointment is to a classification with a

lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

## 160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15<sup>th</sup> of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may "opt out" of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who "opt out" of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who "opt out" of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4)

above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this “opt out” provision will be determined by the Auditor.

5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

#### 160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
  - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
  - B. The allowances for assistance are as follows:
    1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
    2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
    3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
    4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.

4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

#### 160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the

City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

#### 160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the employee's misconduct or negligence. This section shall provide coverage only for a like amount of the damaged eye glasses.

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount as agreed upon in the collective bargaining agreement.

If not caused by negligence or misconduct of the employee, civilian clothing and/or components damaged to the point of unserviceability, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Dry cleaning will be provided to staff who serve as Court Liaisons. Employees shall utilize the dry cleaning facility or facilities designated by the City.

The City will provide clothing/equipment per the collective bargaining agreements.

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: April 11, 2022****TO: Public Safety, Law and Courts Committee****RE: Appropriation of Donated Funds PD**

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

In 2021 we rolled over \$1,340.99 from donated funds. At the end of 2021 we still had \$387.18 that was not used (PO2021-2111). We are requesting that the \$387.18 be appropriated to account 110.111.5207.

**AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED  
GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES**

WHEREAS, the Reynoldsburg Police Department has received donations in the amount of \$1,340.99 in 2021 that were not dispersed; and

WHEREAS, those monies need to be appropriated from the unappropriated General Fund (110) and into the following police department funds:

Appropriate \$387.18 into Account 110.111.5207      Law Enforcement Supplies

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:



**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

SECTION 1. That an amount of \$387.18 in the unappropriated General Fund (110) be and is hereby appropriated as follows:

\$387.18          110.111.5207 Law Enforcement Supplies

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: April 11, 2022****TO: Public Safety, Law and Courts Committee****RE: PD Fixed Asset Removal**

Approval:

|                         |             |                            |
|-------------------------|-------------|----------------------------|
| Completed<br>Joe Begeny | Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|-------------|----------------------------|

Please remove the following from the Fixed Asset list:

|      |                   |                       |
|------|-------------------|-----------------------|
| 2795 | Optiplex Computer | No longer operational |
| 2797 | Optiplex Computer | No longer operational |
| 3070 | Optiplex Computer | No longer operational |

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT  
FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE  
DEPARTMENT**

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of equipment from the department's fixed asset; and

WHEREAS, the equipment being removed is either no longer functional or operational.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the City's Fixed Asset list:

| <u>Tag #</u> | <u>Description of Item</u> |                       |
|--------------|----------------------------|-----------------------|
| 2795         | Optiplex Computer          | No longer operational |
| 2797         | Optiplex Computer          | No longer operational |
| 3070         | Optiplex Computer          | No longer operational |

SECTION 2. That the Reynoldsburg Police Department will dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

SECTION 3. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

**Mayor's Office**  
**Jennifer Clemens**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**Phone**

## **ORDINANCE REQUEST**

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**DATE:**           **April 11, 2022**

**TO:**             **Finance and Administration Committee**

**RE:**             **Transfer Tomato Festival Funds**

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Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

The 2021 Tomato Festival received donations in the amount of \$10,495.57 that were deposited into the General Fund. Those funds need to be transferred into the 2022 Community Events budget.

Autism Society: Tent Sponsor (\$200), Reynoldsburg Visitors Bureau: Silver Sponsor (\$2500), Park National Bank: Bronze Sponsor (\$1000), Hearts and Mind: Food Sponsor (\$300), TeleOhio: Gold Sponsor (\$5000), RiteWay Heating and Cooling: Bronze sponsor (\$1000) and Urban Air: Donation (\$495.57)

|                                              |           |
|----------------------------------------------|-----------|
| 110.344.5215 Recreational Supplies           | \$2495.57 |
| 110.344.5339 Miscellaneous Contract Services | \$5000    |
| 110.344.5395 Printing/Advertising            | \$1000    |
| 110.344.5399 Other Miscellaneous Services    | \$2000    |

### **AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE COMMUNITY EVENTS DEPARTMENT**

WHEREAS, the City of Reynoldsburg received financial donations in 2021 for the Tomato Festival in the amount of \$10,495.57; and

**Mayor's Office**  
**Jennifer Clemens**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**Phone**

WHEREAS, those funds were received from the Autism Society (\$200), Reynoldsburg Visitors Bureau (\$2,500), Park National Bank (\$1,000), Heats and Mind (\$300), TeleOhio (\$5,000), RiteWay Heating and Cooling (\$1,000), and Urban Air (\$495.57); and

WHEREAS, those funds were deposited into the General Fund and need to be transferred into the 2022 Community Events funds.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

Section 1. That an amount of \$10,495.57 in the unappropriated General Fund be and is hereby appropriated as follows:

|                                              |            |
|----------------------------------------------|------------|
| 110.344.5215 Recreational Supplies           | \$2,495.57 |
| 110.344.5339 Miscellaneous Contract Services | \$5,000.00 |
| 110.344.5395 Printing/Advertising            | \$1,000.00 |
| 110.344.5399 Other Miscellaneous Services    | \$2,000.00 |

Section 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.